



CITY OF OKEECHOBEE
CITY COUNCIL
MAY 18, 2021
LIST OF EXHIBITS

Draft Minutes	April 20, 2021 Regular Minutes
Warrant Register	April 2021
Exhibit 1	Invoice for payment for Special City Election
Exhibit 2	Ordinance No. 1222, Code Amendment
Exhibit 3	Ordinance No. 1223, LDR Text Amendment
Exhibit 4	Ordinance No. 1224, LDR Text Amendment
Exhibit 5	Resolution No. 2021-01, Special City Election Results
Exhibit 6	Code Fine Reduction of Lien, 501 NW 16 th Street
Exhibit 7	Amendment to Agreement for Information Technology Services, ICS Computers, Inc.
Exhibit 8	City Administrator Letter of Resignation
Exhibit 9	First Amendment to Fire Services Interlocal Agreement



CITY OF OKEECHOBEE, FLORIDA
APRIL 20, 2021, REGULAR CITY COUNCIL
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on Tuesday, April 20, 2021, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Mayor Watford, followed by the Pledge of Allegiance led by Council Member Keefe.

VII. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Council Members Monica Clark, Bob Jarriel, and Bobby Keefe. Council Member Wes Abney was absent.

VIII. AGENDA AND PUBLIC COMMENTS

- A.** Presentations and Proclamations Item IV.A was withdrawn from the agenda; New Business Item VI.J was deferred to a future meeting.
- B.** Motion by Council Member Jarriel, seconded by Council Member Keefe to approve the agenda as amended. **Motion Carried Unanimously.**
- C.** There were no comment cards submitted for public participation for any issues not on the agenda.

IX. PRESENTATIONS AND PROCLAMATIONS

- A.** The Proclamation declaring the City of Okeechobee a Purple Heart City was withdrawn from the agenda and will be presented privately.
- B.** Ms. Bettye Taylor was presented a \$500.00 Longevity Service Award and a framed certificate which read "In recognition of your 25-years of service, hard work, and dedication to the City, its citizens, and your fellow employees from April 3, 1996 through April 3, 2021."

X. CONSENT AGENDA

Motion by Council Member Jarriel, seconded by Council Member Keefe to approve consent agenda item A [April 6, 2021 regular meeting minutes]; item B [March 2021 Warrant Register in the amounts: General Fund \$585,758.66, Public Facilities Improvement Fund \$35,935.71, Capital Improvement Projects Fund \$85,170.62, Appropriations Grant Fund \$64,833.33, and Law Enforcement Special Fund \$375.00]; and item C [Re-appoint regular members Dawn Hoover and Mac Jonassaint and alternate member James Shaw to the Planning Board, Board of Adjustment and Design Review Board, terms being May 1, 2021 to April 30, 2024]. **Motion Carried Unanimously.**

XI. NEW BUSINESS

- A.** Motion by Council Member Keefe, seconded by Council Member Clark to read proposed Ordinance No. 1223 by title only, regarding Land Development Regulation (LDR) Text Amendment Application No. 21-001-TA, and set May 18, 2021 as a Final Public Hearing date. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Ordinance No. 1223 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 90 OF THE LDR OF THE CITY OF OKEECHOBEE; AMENDING SECTION 90-483, REVISING THE PROVISIONS FOR PARKING REDUCTION REQUESTS; AMENDING SECTION 90-484, REVISING THE PROVISIONS FOR REQUESTING APPROVAL FOR UNPAVED PARKING; DELETING SECTION 90-485, MOVING LIMITATIONS FOR PARKING REDUCTION APPROVALS TO SECTION 90-483; AMENDING APPENDIX A OF THE LDR ADDING FORM 21, PARKING REDUCTION PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR PARKING REDUCTION PETITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

VI. NEW BUSINESS CONTINUED

ITEM A. CONTINUED: A typographical error was noted to be corrected. Unstrike the words "Sec. 90-483. - Modification of parking and loading space requirements. Modification of parking and loading space requirements shall be as follows:" within Section 2 of proposed Ordinance No. 1223.

Motion by Council Member Clark, seconded by Council Member Jarriel to approve the first reading of proposed Ordinance No. 1223. **Motion Carried Unanimously.**

- B. Motion by Council Member Jarriel, seconded by Council Member Clark to read proposed Ordinance No. 1224 by title only, regarding LDR Text Amendment Application No. 21-002-TA, and set May 18, 2021 as a Final Public Hearing date. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Ordinance No. 1224 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING THE HOLDING REZONING PROGRAM, PROVIDING INCENTIVES FOR OWNERS OF PROPERTIES ZONED HOLDING TO REZONE TO OTHER ZONING DISTRICTS SUPPORTED BY THE LDR, REDUCING THE APPLICATION FEES AND APPLICATION SUBMITTAL REQUIREMENTS; AMENDING APPENDIX A OF THE LDR ADDING FORM 22, HOLDING ZONING DISTRICT BOUNDARY CHANGE PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR REZONING PROPERTY ZONED HOLDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion by Council Member Clark, seconded by Council Member Keefe to approve the first reading of proposed Ordinance No. 1224. Mr. David Feltenberger asked whether rezoning from Holding would cause an increase in property taxes. City Planning Consultant Mr. Ben Smith responded on vacant land it should not be substantial. **Motion Carried Unanimously.**

- C. Motion by Council Member Jarriel, seconded by Council Member Keefe to approve Proposal No. 20-4018.1 in the amount of \$93,180.00 for the design of the Flagler Park Project by Calvin, Giordano & Associates. The PowerPoint presentation by Tammy Cook-Weedon has been incorporated into the minute file. Okeechobee Main Street Arts and Cultural Alliance representatives Bridgette Waldau and Kathy Scott addressed the Council. **Motion Carried three to one.**
- D. Motion by Council Member Clark, seconded by Council Member Jarriel to approve a Settlement of Final Judgement entered in City of Okeechobee v. Marvin W. Brantley, Case No. 2004 CA 309 related to real property [7.50 unplatted acres] located at 1905 South Parrott Avenue, Okeechobee. **Motion Carried Unanimously.**
- E. Motion by Council Member Clark, seconded by Council Member Jarriel to approve a Settlement Proposal in the amount of \$9,922.00, 75-percent of lien plus attorney fees] in the case of City of Okeechobee v. Okeechobee Park Street, LLC [Walgreens, legal description: Lots 1 through 12 of Block 155, OKEECHOBEE, Plat Book 5, Page 5, public records of Okeechobee County, Florida], Code Enforcement Case No. 17-404. **Motion Carried Unanimously.**
- F. Motion by Council Member Clark, seconded by Council Member Jarriel to approve the Code Enforcement Special Magistrate recommended fine reduction [to 50-percent of the accumulated fines of \$14,600.00 together with applicable administrative fees] for Code Enforcement Case No. 200312003, Bella Rose Day Spa, 311 Northeast 2nd Street [legal description: Lots 11 and 12 of Block 143, CITY OF OKEECHOBEE, Plat Book 5, Page 5, public records of Okeechobee County, Florida]. Attorney Don Dunton addressed the Council on behalf of Mr. and Mrs. Bill and Darla Rose. **Motion Carried three to one.**

MAYOR WATFORD RECESSED THE MEETING AT 7:53 P.M. AND RECONVENED AT 8:00 P.M.

VI. NEW BUSINESS CONTINUED

- G.** Motion by Council Member Clark, seconded by Council Member Keefe to approve the [mid-year] Fiscal Year 2020-21 budget amendment [as presented]. **Motion Carried Unanimously.**
- H.** Fire Chief Smith provided a brief update on the transition of the City Fire Department to County Fire and Rescue. The Council agreed with the request to contact the Okeechobee Board of County Commissioners and ask that any City firefighter who fails the paramedic certification test and has time to retake it before June 1, 2021 be considered and given that time.
- I.** The consensus of the Council was to change the date of the May 4, 2021 regular meeting to May 5, 2021 at 6:00 P.M. due to the Special City Election.
- J.** The review and direction on proposed changes to the annual performance evaluations was deferred to a future meeting.
- K.** Motion by Council Member Keefe, seconded by Council Member Jarriel to accept Police Chief Robert Peterson's retirement, with regret. Chief Peterson's last day will be August 31, 2021. **Motion Carried Unanimously.**

Motion by Council Member Jarriel, seconded by Council Member Keefe to appoint Police Major Donald Hagan to Assistant Police Chief [and not advertise the Police Chief position]. Chief Peterson highly recommended Mr. Hagan be promoted to Police Chief on September 1, 2021, as he has been groomed for the last five years to fill the role. The salary is to be addressed at a future meeting. **Motion Carried Unanimously.**

VII. CITY ATTORNEY UPDATE

No updates to provide at this time.

VIII. CITY ADMINISTRATOR UPDATE

Administrator MontesDeOca provided status updates on the following projects: maintenance is being performed on ditches and culverts in the Southwest section from 5th Avenue to 21st Street; the Southwest 2nd Avenue (next to the District School Board office) and Southeast 8th Avenue projects are nearing completion. The closed captioning hardware was delivered and is scheduled to be installed soon. The handicap ramps project will resume once the rain ceases. The landscape incentive program approved at the last meeting has been distributed through social media and the Okeechobee News has written an article to assist with citizen engagement.

IX. COUNCIL COMMENTS

Council Member Clark requested pet waste stations be installed in all City parks. Council Member Keefe requested the Planning Board revisit a recommendation to create a historic district or historic sites.

- X.** Mayor Watford adjourned the meeting at 8:49 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.

**City of Okeechobee
Check Register**

Check Dates 4/01/21 thru 4/30/21, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
43038	4/06/21	538.25	PAYR	City Of Okeechobee Payroll Account	
43039	4/07/21	129,339.82	PAYR	City Of Okeechobee Payroll Account	
43040	4/09/21	80.28	ADVANCE	Advance Auto Parts	
43041	4/09/21	2,585.00	AMERD	American Drilling Services, Inc.	
43042	4/09/21	60.00	APEXPCI	Apex Pest Control, Inc.	
43043	4/09/21	284.24	AXEN	Axon Enterprise, Inc.	
43044	4/09/21	25.29	BOA7	Bank of America - 0421 H Smith	
43045	4/09/21	791.64	BOA4	Bank of America - 0752 fka 9846 FD	
43046	4/09/21	1,561.29	BOAPW	Bank of America - 2303 fka 9233 PW	
43047	4/09/21	638.30	BOAADMIN	Bank of America - 2709 fka 0257 Admin	
43048	4/09/21	99.99	BOA12	Bank of America - 7178 fka 6737 PD#2	
43049	4/09/21	26.35	BOA2	Bank of America - 9852 fka 8540	
43050	4/09/21	321.57	BOA-BERN	Bank of America-3135 Bernst	
43051	4/09/21	651.66	DBPR	Building Code Administrators and	
43052	4/09/21	4,408.60	CASGSLLC	CAS Governmental Services, LLC	
43053	4/09/21	227.58	CITTECH	CIT Technology Finance Service, Inc.	
43054	4/09/21	17.32	CL - LD	CenturyLink	
43055	4/09/21	1,125.66	CITY	City Electric Supply Co.	
43056	4/09/21	52.50	COMCAST	Comcast	
43057	4/09/21	294.00	CII	Communications International, Inc.	
43058	4/09/21	859.79	FEINTL	Federal Eastern International, Inc.	
43059	4/09/21	300.00	FITN	Fitness Factory	
43060	4/09/21	508.85	DCA	Florida Building Commission	
43061	4/09/21	59.61	GILOUT	Gilbert Outdoors	
43062	4/09/21	2,145.90	ICS	ICS Computers Inc.	
43063	4/09/21	478.77	IMS	IMS	
43064	4/09/21	3,500.00	LARU	LaRue Planning & Mngmnt Services, Inc.	
43065	4/09/21	451.29	LABOR	Labor Finders	
43066	4/09/21	600.00	MAPA	Michael Adelberg, PA	
43067	4/09/21	305.00	MSFE	Mid State Fire Equipment, Inc.	
43068	4/09/21	45.51	MES	Municipal Emergency Services	
43069	4/09/21	18.00	OREI	O'Reilly Auto Parts	
43070	4/09/21	40.95	OKAR	Okeechobee Army Surplus	
43071	4/09/21	1,799.28	OKEENEWS	Okeechobee News c/o Independent Newspaper	
43072	4/09/21	123.00	OC	Orthopaedic Care Specialists	
43073	4/09/21	66,029.87	PRMG1	PRM - Health Insurance	
43074	4/09/21	2,830.32	PRMG3	PRM - Life, LTD & STD	
43075	4/09/21	1,837.52	PRMG3	PRM - Life, LTD & STD	
43076	4/09/21	2,410.15	PRMG2	PRM - Vision & Dental	
43077	4/09/21	503.00	PBRA	Palm Beach Radiology	
43078	4/09/21	45.30	RABON	Rabon's Country Feed	
43079	4/09/21	216.54	SQC	Scott's Quality Cleaning	
43080	4/09/21	87.80	SFPL	Sirchie Finger Print Laboratories	
43081	4/09/21	309.06	STLC	St. Lucie Battery & Tire	
43082	4/09/21	420.38	STATE FL	State of Florida Disbursement Unit	
43083	4/09/21	70.36	TUPS	The UPS Store #5684	
43084	4/09/21	200.00	THOMAS	Thomas Ardito	
43085	4/09/21	158.00	THRE	Thread Works Embroidery, LLC	
43086	4/09/21	43.21	TIZO	Tire Zone of Okeechobee, Inc.	

**City of Okeechobee
Check Register**

Check Dates 4/01/21 thru 4/30/21, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
43087	4/09/21	75.00	TRS	Total Roadside Services, Inc.	
43088	4/09/21	75.00	TRANSU	TransUnion Risk & Alternative Data	
43089	4/09/21	2,833.00	TCMA	Treasure Coast Medical Associates	
43090	4/09/21	431.49	TCN	Treasure Coast Newspapers	
43091	4/09/21	200.00	TRNE	Trevor Nelson	
43092	4/09/21	83.47	TYLAN	Tylander's Office Solutions	
43093	4/09/21	347.93	UNFC	UniFirst Corp	
43094	4/09/21	375.68	VERI	Verizon Wireless	
43095	4/09/21	69.47	W&WL	W & W Lumber Company of Okeechobee	
43096	4/09/21	5,469.94	WEXB	WEX Bank	
43097	4/09/21	32,047.68	WAST	Waste Management Inc. of Florida	
43098	4/16/21	50.44	ARDE	Ardex	
43099	4/16/21	139.64	COMCAST	Comcast	
43100	4/16/21	3,300.00	DCALL	Dan Callaghan Enterprises, Inc.	
43101	4/16/21	354.99	DERMDIR	Dermatec Direct	
43102	4/16/21	119.99	FPU	Florida Public Utilities	
43103	4/16/21	687.53	HOME	Home Depot Credit Services	
43104	4/16/21	264.00	KYOCERA	KYOCERA Document Solutions Southeast	
43105	4/16/21	163.80	OKAR	Okeechobee Army Surplus	
43106	4/16/21	62,315.76	SATC	Salem Trust Company	
43107	4/16/21	218.36	SFPL	Sirchie Finger Print Laboratories	
43108	4/16/21	42.00	SUNM	Suncoast Medical Equipment	
43109	4/16/21	48.00	SUPP	Supplyline	
43110	4/16/21	25.00	THRE	Thread Works Embroidery, LLC	
43111	4/16/21	277.97	TIZO	Tire Zone of Okeechobee, Inc.	
43112	4/16/21	2.91	TYLAN	Tylander's Office Solutions	
43113	4/16/21	1,794.00	VRTACA	Virtual Academy	
43114	4/21/21	70.00	CLER	Clerk of the Court	
43115	4/21/21	130,520.59	PAYR	City Of Okeechobee Payroll Account	
43116	4/23/21	96.61	ADVANCE	Advance Auto Parts	
43117	4/23/21	1,500.00	ALLAMER	All American Medical Training	
43118	4/23/21	172.13	CITTECH	CIT Technology Finance Service, Inc.	
43119	4/23/21	85.44	CITTECH	CIT Technology Finance Service, Inc.	
43120	4/23/21	1,600.00	CRI	Carr, Riggs & Ingram, LLC	
43121	4/23/21	533.43	CITY	City Electric Supply Co.	
43122	4/23/21	50.00	DAWN	Dawn Hoover	
43123	4/23/21	35.00	DOUG	Douglas McCoy	
43124	4/23/21	35.00	FELIXGR	Felix Granados	
43125	4/23/21	8,905.00	IRCL	Indian River Crime Laboratory	
43126	4/23/21	35.00	JAMESSHA	James Shaw	
43127	4/23/21	35.00	JOEPAP	Joseph Papasso	
43128	4/23/21	93.39	KYOCERA	KYOCERA Document Solutions Southeast	
43129	4/23/21	35.00	KARB	Karyne Brass	
43130	4/23/21	100.00	LM	Lester McGee	
43131	4/23/21	35.00	MLJ	Mac L Jonassaint	
43132	4/23/21	1,155.36	OUA	Okeechobee Utility Authority	
43133	4/23/21	35.00	RICHARDC	Richard Chartier	
43134	4/23/21	30.00	SELECTSH	Select Shred	
43135	4/23/21	199.18	SPRINT	Sprint	

**City of Okeechobee
Check Register**

Check Dates 4/01/21 thru 4/30/21, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
43136	4/23/21	420.38	STATE FL	State of Florida Disbursement Unit	
43137	4/23/21	95.70	SUPP	Supplyline	
43138	4/23/21	428.27	TAYR	Taylor Rental - Okeechobee	
43139	4/23/21	400.00	THOMAS	Thomas Ardito	
43140	4/23/21	89.48	TR	Thomson Reuters	
43141	4/23/21	24.68	TIZO	Tire Zone of Okeechobee, Inc.	
43142	4/23/21	778.91	TRS	Total Roadside Services, Inc.	
43143	4/23/21	200.00	TRNE	Trevor Nelson	
43144	4/23/21	112.44	TYLAN	Tylander's Office Solutions	
43145	4/23/21	234.79	USB	US Bank Equipment Finance	
43146	4/23/21	80.14	VERI	Verizon Wireless	
43147	4/23/21	26.95	W&WL	W & W Lumber Company of Okeechobee	
43148	4/23/21	368.66	WALMART	Walmart Community/SYNCB	
43149	4/30/21	1,295.00	AAAR	AAA Full Service Auto Care	
43150	4/30/21	19.65	ADVANCE	Advance Auto Parts	
43151	4/30/21	501.34	AFLAC	American Family Life Assurance Co.	
43152	4/30/21	74.90	C&C	C&C Industrial Enterprise. LLC	
43153	4/30/21	55.97	CITTECH	CIT Technology Finance Service, Inc.	
43154	4/30/21	2,206.52	CL LOCAL	CenturyLink	
43155	4/30/21	31.45	CITY	City Electric Supply Co.	
43156	4/30/21	10.00	PETT	City Of Okeechobee - Petty Cash	
43157	4/30/21	169.69	COMCAST	Comcast	
43158	4/30/21	162.91	EMCN	EMC National Life Company	
43159	4/30/21	50.00	FDOH	Florida Department of Health - EMS/911	
43160	4/30/21	238.90	FPL	Florida Power & Light Company	
43161	4/30/21	0.00	FPL	Florida Power & Light Company	
43162	4/30/21	2,457.04	FPL	Florida Power & Light Company	
43163	4/30/21	801.00	HARRIS	Harris Corporation	
43164	4/30/21	190.46	IR	India Riedel	
43165	4/30/21	5,200.00	JCNEW	JC Newell Const. Inspect. Services, Inc.	
43166	4/30/21	30.90	LEGAL SH	LegalShield	
43167	4/30/21	238.41	LIBERTY	Liberty National Life Ins. Co.	
43168	4/30/21	5.45	OREI	O'Reilly Auto Parts	
43169	4/30/21	607.17	OC	Orthopaedic Care Specialists	
43170	4/30/21	190.29	PF&PO	Prof. Firefighters & Paramedics of Okee	
43171	4/30/21	877.31	STLC	St. Lucie Battery & Tire	
43172	4/30/21	155.00	TAYR	Taylor Rental - Okeechobee	
43173	4/30/21	24.68	TIZO	Tire Zone of Okeechobee, Inc.	
43174	4/30/21	170.00	TRS	Total Roadside Services, Inc.	
43175	4/30/21	30.00	UNWA	United Way	
43176	4/30/21	2,070.00	VANT ICM	Vantage Transfer Agents - 457	
43177	4/30/21	3,653.08	CENT-FIB	Century Link	
Total Printed			140	Checks	511,473.50

City of Okeechobee
Check Register

Check Dates 4/01/21 thru 4/30/21, Cash Account 301-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
3325	4/09/21	718.78	BOAPW	Bank of America - 2303 fka 9233 PW	
3326	4/09/21	122.68	C&C	C&C Industrial Enterprise. LLC	
3327	4/09/21	432.25	CWROBERT	CW Roberts Contracting, Inc.	
3328	4/09/21	509.53	DIAMONDR	Diamond R Fertilizer Co., Inc.	
3329	4/09/21	2,266.00	USA	USA Services of Florida, Inc.	
3330	4/09/21	37.99	W&WL	W & W Lumber Company of Okeechobee	
3331	4/16/21	400.40	HOME	Home Depot Credit Services	
3332	4/16/21	3,849.58	JMCL	JMC Landscaping Services, Inc.	
3333	4/23/21	991.26	ES&B	Econo Signs, LLC	
3334	4/23/21	196.15	TAYR	Taylor Rental - Okeechobee	
3335	4/23/21	9.97	W&WL	W & W Lumber Company of Okeechobee	
3336	4/30/21	2,339.29	CWROBERT	CW Roberts Contracting, Inc.	
3337	4/30/21	115.41	CITY	City Electric Supply Co.	
3338	4/30/21	5,520.00	CULP	Culpepper & Terpening, Inc.	
3339	4/30/21	169.50	DIAMONDR	Diamond R Fertilizer Co., Inc.	
3340	4/30/21	950.00	FERG	Ferguson Enterprises, Inc.	
3341	4/30/21	4,944.96	FPL	Florida Power & Light Company	
3342	4/30/21	9,710.50	SGC	Shenandoah General Construction LLC	
3343	4/30/21	700.29	WFS	Walpole Feed & Supply	
Total Printed			19	Checks	33,984.54

City of Okeechobee
Check Register

Check Dates 4/01/21 thru 4/30/21, Cash Account 304-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
1847	4/09/21	160.50	CSTC	Celeste Watford Tax Collector	
1848	4/09/21	3,435.69	TYLERTEC	Tyler Technologies	
1849	4/16/21	2,592.00	JMCL	JMC Landscaping Services, Inc.	
1850	4/16/21	12,085.59	VERI	Verizon Wireless	
1851	4/23/21	1,800.00	JMCL	JMC Landscaping Services, Inc.	
1852	4/23/21	1,417.50	TYLERTEC	Tyler Technologies	
1853	4/30/21	9.20	CSTC	Celeste Watford Tax Collector	
Total Printed			7	Checks	21,500.48

Run: 5/07/21
12:15PM

City of Okeechobee
Check Register

Page: 1

Check Dates 4/01/21 thru 4/30/21, Cash Account 307-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
1377	4/23/21	63,473.67	B&BS	B & B Site Development	
Total Printed			1	Checks	63,473.67

Run: 5/07/21
12:16PM

City of Okeechobee
Check Register

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Check Dates 4/01/21 thru 4/30/21, Cash Account 601-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
265	4/16/21	75.00	TRS	Total Roadside Services, Inc.	
Total Printed			1	Checks	75.00



Melissa Arnold
Supervisor of Elections
Okeechobee County
Melissa@voteokeechobee.com

Exhibit 1
5/18/2021

INVOICE

Bill To:

Date:04/09/2021

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

ITEM(S) PURCHASED: City Election Reimbursement

TOTAL COST: \$ 17,648.74

**MAKE PAYMENT TO: Supervisor of Elections Office
304 NW 2nd Street, Suite 144
Okeechobee, FL 34972**

Statutory Advertising: L&A and Sample Ballots	\$ 576.56
Ballot Printing and Initial VBM Mailer includes postage:	2,599.70
Misc. Postage/Supplies: Notices to Candidates, Ballots to Voters	50.00
Polling location Rental:	200.00
Poll Workers: Statutory training, Election Day	1,821.00
Office Temps for Election day and Audit:	192.00
Verizon AirCards:	209.48
Dominion: Ballot Programming and tabulation	12,000.00
<hr/>	
Total:	\$ 17,648.74

304 NW 2nd Street, Suite 144, Okeechobee, FL 34972

**LANGUAGE ANNOTATED GREEN ARE PROPOSED AMENDMENTS
FOR CONSIDERATION AT THE FINAL PUBLIC HEARING: 5/18/2021 &
ARE IN ADDITION TO THOSE PROVIDED AT THE FIRST READING**

ORDINANCE NO. 1222

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES; AUTHORIZING THE CODE ENFORCEMENT MAGISTRATE TO CONSIDER FINE REDUCTIONS; INCREASING ADMINISTRATIVE FEES AS PROVIDED IN THE ORDINANCE; AMENDING OTHER REVISIONS TO REFLECT THE USE OF A MAGISTRATE; ~~AUTHORIZING THE CITY ATTORNEY TO INSTITUTE FORECLOSURE PROCEEDINGS AS PROVIDED IN THE ORDINANCE;~~ PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 162, Florida Statutes permits municipal code enforcement programs to be administered using a Special Magistrate to handle code enforcement proceedings; and

WHEREAS, the City Council finds that it is more efficient to have the Special Magistrate consider fine reduction requests to the Special Magistrate; and

WHEREAS, the City Council finds that it is more efficient to delegate the authority to institute foreclosure actions to the City Attorney consistent with the provisions of Florida law; and

WHEREAS, the City Council wishes to increase the administrative fees for processing a code enforcement case and make other revisions to the Code of Ordinances to reflect the use of a Magistrate; and

WHEREAS, it is in the best interests of the City of Okeechobee and its residents to institute these more efficient measures for carrying out the City's Code enforcement program.

NOW, THEREFORE, the City Council of the City of Okeechobee hereby enacts the following revisions to the Code of Ordinances, which have been presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: Amendment and Adoption to Chapter 18, Article II Code Enforcement.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code Enforcement, Article II-Code Enforcement Board; Procedure as follows:

ARTICLE II. - CODE ENFORCEMENT BOARD; PROCEDURE

SECTION 2: Amendment and Adoption to Section 18-33.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code Enforcement, Article II-Code Enforcement Board; Procedure, Section 18-33 Adoption of State Statute as follows:

Sec. 18-33. - Adoption of state statute.

F.S. ch. 162, parts I and II, "Local Government Code Enforcement Boards Act," is adopted in its entirety, as presently written or as hereafter amended by the state legislature, as substantive authority for, and to proscribe procedures for, the establishment, organization, and operations of the local code enforcement ~~board~~ program for the city.

SECTION 3: Amendment and Adoption to Section 18-34.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code Enforcement, Article II-Code Enforcement Board; Procedure, Section 18-34 Administrative Procedures as follows:

LANGUAGE ANNOTATED GREEN ARE PROPOSED AMENDMENTS FOR CONSIDERATION AT THE FINAL PUBLIC HEARING: 5/18/2021 & ARE IN ADDITION TO THOSE PROVIDED AT THE FIRST READING

Sec. 18-34. - Administrative procedures.

All code enforcement operations for the city shall be administratively handled through the police chief, who shall provide the appropriate forms; take complaints; process complaints; direct the code enforcement officers or law enforcement officers in the investigation into such complaints; schedule ~~code board meetings~~ enforcement hearings; provide a tape recorded record of such meetings; prepare and record official acts and orders of the ~~board~~ special magistrate; prepare and file any liens as directed by the ~~board~~ special magistrate; and to generally be responsible for all operation and record keeping for the city's code enforcement ~~board~~ program. The ~~code enforcement board~~ special magistrate may from time to time forward on to the city council as an agenda item, or for general consideration, any matter, request, suggestion or concern the ~~board~~ special magistrate may ~~vote~~ approve upon at a regular or special ~~meeting~~ hearing that ~~it~~ he/she determines should be addressed by the city council.

SECTION 4: Amendment and Adoption to Section 18-34.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code Enforcement, Article II-Code Enforcement Board; Procedure, Section 18-35 Administrative Staff Fees as follows:

Sec. 18-35. - Administrative staff fees.

- (a) Any first-time violators of any city ordinance or code, or those not considered to be repeat violators as defined in section 18-32, are required to correct the alleged violation upon receipt of a first notice of violation from the city. If such violation is not corrected, and a second notice must be sent, then the city shall assess and collect from the violator an administrative fee of ~~\$250.00~~ \$25100.00 for processing the complaint, plus any additional expense incurred in long distance phone charges; certified mail expense, recording charge, or any such other reasonable administrative expense incurred in processing the complaint, which excludes the salary of the code enforcement officer or city employees, regardless of whether the violator should come into compliance with the cited ordinance or code prior to the public hearing on the violation.
- (b) For those persons who qualify as repeat violators by this article, upon the initiation and processing by the city of any complaint for being in violation of a city ordinance or code, the city shall assess and collect from the violator an administrative fee of ~~\$250.00~~ \$25100.00 for processing the complaint, plus any additional expense incurred in long distance phone charges; certified mail expense, recording charge, or any such other reasonable administrative expense incurred in processing the complaint, which excludes the salary of the code enforcement officer or city employees, regardless of whether the violator should come into compliance with the cited ordinance or code prior to the public hearing on the violation.

SECTION 5: Amendment and Adoption to Section 18-36.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code Enforcement, Article II-Code Enforcement Board; Procedure, Section 18-36 Effect of No Violation as follows:

Sec. 18-36. - Effect of no violation.

If any alleged violator should appear or contest the violation through the code enforcement officer, or before the ~~code enforcement board~~ special magistrate, or before the county court and the ~~board~~ special magistrate or county court should find as a matter of law and fact from the evidence or witnesses presented by the code enforcement officer representing the city at such hearing, that no violation occurred by the alleged violator, then no administrative charge or expense as provided in this article shall be assessed against the alleged violator, and such allegations shall not constitute a violation so as to form a basis for treating the alleged violator as a repeat violator under this section, unless such violator would otherwise qualify for such designation as defined in section 18-32.

SECTION 6: Addition and Adoption of Section 18-38.

That the City Council for the City of Okeechobee, Florida, adds herein Part II of the Code of Ordinances, Subpart A-General Ordinances, providing for amendments to Chapter 18-Code

LANGUAGE ANNOTATED GREEN ARE PROPOSED AMENDMENTS FOR CONSIDERATION AT THE FINAL PUBLIC HEARING: 5/18/2021 & ARE IN ADDITION TO THOSE PROVIDED AT THE FIRST READING

Enforcement, Article II-Code Enforcement Board; Procedure, Section 18-38 Powers of Magistrate as follows:

Sec. 18-38. – Powers of magistrate.

1. The magistrate shall have all powers created by F.S. ch. 162. Additionally, the magistrate shall have all powers delegated by the city ~~commission~~ council relating to the exercise of its police powers pursuant to F.S. ch. 166. The magistrate shall have the express power to:
 - a) Adopt rules for the conduct of code enforcement meetings and hearings.
 - b) Subpoena alleged violators and witnesses.
 - c) Subpoena evidence as necessary for hearings, including but not limited to physical and documentary evidence, such as records, surveys, plats and photographs.
 - d) Take testimony under oath.
 - e) Issue orders having the force and effect of law which can command whatever steps are necessary to bring a violation into compliance, such decision to be made at the hearing and reduced to writing and mailed to the violator within ten working days thereafter.
 - f) Establish and enforce fines pursuant to this municipal code.
 - g) **Authorize the reduction of any fine he or she has imposed.**
2. **Any aggrieved party may appeal an order of the magistrate to the circuit court as provided in Section 162.11, Florida Statutes, including by not limited to the magistrate's determination of a fine reduction.**

SECTION 7: Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 9: Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Okeechobee.

SECTION 10: Effective Date. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for First Reading and set for Final Public Hearing on this 2nd day of **March, 2021**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Postponed at the April 6, 2021, Second Reading and Public Hearing, to hold the Final Adoption at a duly noticed Public Hearing on this 18th day of May, 2021.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1223

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 90 OF THE LAND DEVELOPMENT REGULATIONS (LDR) OF THE CITY OF OKEECHOBEE; AMENDING SECTION 90-483, REVISING THE PROVISIONS FOR PARKING REDUCTION REQUESTS; AMENDING SECTION 90-484, REVISING THE PROVISIONS FOR REQUESTING APPROVAL FOR UNPAVED PARKING; DELETING SECTION 90-485, MOVING LIMITATIONS FOR PARKING REDUCTION APPROVALS TO SECTION 90-483; AMENDING APPENDIX A OF THE LDR ADDING FORM 21, PARKING REDUCTION PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR PARKING REDUCTION PETITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida, has adopted Ordinance Number 716, as amended, known as the LDR; and

WHEREAS, the City of Okeechobee, Florida, has a legitimate interest in periodic review of its ordinances and LDR to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

WHEREAS, the Planning Board for the City of Okeechobee, Florida, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 21-001-TA, at a duly advertised Public Hearing held on March 18, 2021. Based on findings of fact by the Planning Staff, it hereby recommends certain changes, amendments or modifications to the Code of Ordinances to present to the City Council for ordinance adoption and codification; and

WHEREAS, the City Council for the City of Okeechobee, Florida, considered the recommendations by the Planning Board and concludes that enacting such amendments to be in the best interest of its citizens of said City, that said amendments are necessary and appropriate to make the LDR more consistent and responsive to the needs of the City and its citizens.

NOW, THEREFORE, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference:

SECTION 2: Amendment and Adoption to Chapter 90.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90 – Zoning, Article IV – Supplementary District Regulations, Division 2, Parking and Loading Requirements:

Sec. 90-483. - Modification of parking and loading space requirements. Modification of parking and loading space requirements shall be as follows:

- ~~(1) The number of spaces may be increased, decreased, or deferred by the city council when:
 - a. A parking study demonstrates that the proposed use would have a demand in excess or, or less than, the requirements of these Regulations.
 - b. A parking study demonstrates that the hours of need for maximum parking for two or more joint uses do not normally overlap.
 - c. A building is in an historic district or is of historic interest.
 - d. A building is in a Commercial, Central Business District, or Public Use Zoning Categories.~~
- ~~(2) The city council may require the applicant to provide a parking study when the technical review committee presents data indicating that an increase or decrease in the number of parking spaces may be warranted.~~
- ~~(3) An applicant may submit a parking study to demonstrate that either the parking or loading space regulations are excessive for the use proposed, or there is not a current need for all spaces.~~

- (4) ~~A parking study requesting deferral of parking spaces shall contain:

 - a. ~~A site plan locating the total required parking spaces and designating the deferred spaces, and a landscaping plan of the deferred parking area.~~
 - b. ~~A written agreement with the city that the developer will pay for a study to determine the need to provide the full parking requirement and that the deferred spaces will be converted to parking spaces at the developer's expense should the city determine that additional spaces are needed.~~~~
- (5) ~~The number of parking spaces shall not be reduced below these requirements where there is insufficient parking.~~

Parking reduction requests to provide less parking and/or loading spaces than is required by Sections 90-512 and 90-513 may be submitted, reviewed, and approved by the technical review committee as follows:

- (1) Applicants that submit site plans for review by the technical review committee may request approval of parking reduction concurrently with site plan approval. No additional application or application fees are required if the request is submitted for consideration in conjunction with the site plan submittal package.
- (2) For owners of existing developments where a proposed change of use would require more parking than is currently present on site, a parking reduction request application may be submitted for consideration by the technical review committee. Please see parking reduction application in Appendix A and the associated fee in Appendix C.
- (3) Applicants that submit PUD-M and PUD-R petitions may request approval of parking reduction concurrently with PUD approval. No additional application or application fees are required if the request is submitted for consideration in conjunction with the PUD petition package.
- (4) Applicants shall demonstrate that the parking reduction request is appropriate, justified and in the public interest through one or several of the following. At the discretion of the Administrator, a parking study may be specifically required.
 - a. Submittal of a parking study demonstrating that the proposed use or combination of uses will have a peak parking demand less than the requirements of Sections 90-512 and/or 90-513.
 - b. The location, design and proposed uses of the site provide for and encourage exceptional pedestrian and bicycle access.
 - c. The site will contain multiple uses with opportunities for internal capture and shared use of parking facilities, and the hours of peak demand for two or more of the proposed uses do not normally overlap.
 - d. Public street parking is located adjacent to the site.
 - e. Drive through service is available and adequate space for stacking of vehicles is provided. Designated stacking lanes shall be designed to minimize congestion associated with internal circulation as well as site ingress and egress.
 - f. The subject property and/or building is in an historic district or is of historic interest.
- (5) In the CBD zoning district, the number of parking spaces shall not be reduced by more than 80 percent.
- (6) In the RSF-1, RSF-2, RMH, RMF, CPO, CLT and CHV zoning districts the number of parking spaces shall not be reduced by more than 20 percent.
- (7) In PUB and IND zoning districts, the number of parking spaces shall not be reduced by more than 50 percent.
- (8) No parking reductions shall be approved for single family residences, mobile homes, or duplexes.

Sec. 90-484. - Reduction of paved parking space requirements.

- (a1) The number of paved spaces may be reduced by the city council when a parking study demonstrates through the parking reduction request process as provided in Section 90-483, upon demonstration by the applicant that the proposed use normally would have a demand for the total required parking spaces only on one or two days a week.
- (b2) Paved parking spaces shall not be reduced by more than 75 percent.

~~Sec. 90-485. - Reduction of parking space requirements in commercial districts.~~

- (a) ~~In commercial, central business, and public use zoning districts, city council may reduce the number of parking spaces if the technical review committee finds that there is a surplus of on-street parking in the immediate vicinity of the proposed use that is not required by other uses, or that the applicant has~~

~~provided sufficient off-street parking by alternative means, such as but not limited to a parking garage, or adequate parking lots adjacent to the proposed use.~~

- ~~(b) City council may require the applicant to provide a parking study, or evidence of ownership or lease of alternative off-street parking, and may attach conditions to an approved or alternative parking space reduction.~~
- ~~(c) In the CBD the number of parking spaces shall not be reduced by more than 80 percent from that otherwise required in these regulations.~~
- ~~(d) In commercial zoning districts the number of parking spaces shall not be reduced by more than 20 percent from that otherwise required in these regulations.~~
- ~~(e) In public use zoning districts, the number of parking spaces shall not be reduced by more than 50 percent from that otherwise required in these regulations.~~

Secs. ~~90-48690-485~~—90-510. - Reserved.

SECTION 3: Amendment and Adoption to Appendix A – Applications, Forms, and Content Requirements, as follows:

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix A – Applications, Forms, and Content Requirements, adding Form 21 - Parking Reduction Petition as follows:

APPENDIX A - APPLICATION FORMS AND CONTENT REQUIREMENTS

Form 21. – Parking Reduction Petition.

1. Petition contents. Parking reduction petitions shall be submitted on the appropriate application form and comprises the following:
 - a. Petitioner's name, address, phone number.
 - b. Proof of interest in property.
 - c. Property survey and location map.
 - d. Description of all proposed uses.
 - e. Supplementary supporting information.
 - f. Application fee.
2. Processing. Parking reduction petitions are processed as follows:
 - a. Applicant submits petition to general services department.
 - b. Administrator reviews petition, initiates processing, issues notice of Technical Review Committee hearing.
 - c. Technical Review Committee reviews petition and either approves, denies, or approves with conditions.

SECTION 4: Amendment and Adoption to Appendix C – Schedule of Land Development Regulation Fees and Charges, as follows:

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix C – Schedule of Land Development Regulation Fees and Charges, adding Fee Schedule Item 20 - Parking Reduction Petition, as follows:

APPENDIX C - APPLICATION FORMS AND CONTENT REQUIREMENTS

Fee Schedule:

20. Parking Reduction Petition \$250.00

SECTION 5: Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 7: Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Okeechobee.

SECTION 8: Effective Date. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for First Reading and set for Final Public Hearing on this 20th day of April, 2021.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this 18th day of May, 2021.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1224

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING THE HOLDING REZONING PROGRAM, PROVIDING INCENTIVES FOR OWNERS OF PROPERTIES ZONED HOLDING TO REZONE TO OTHER ZONING DISTRICTS SUPPORTED BY THE LAND DEVELOPMENT REGULATIONS (LDR), REDUCING THE APPLICATION FEES AND APPLICATION SUBMITTAL REQUIREMENTS; AMENDING APPENDIX A OF THE LDR ADDING FORM 22, HOLDING ZONING DISTRICT BOUNDARY CHANGE PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR REZONING PROPERTY ZONED HOLDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida, has adopted Ordinance Number 716, as amended, known as the LDR; and

WHEREAS, the LDR generally contain codes specific to each zoning district, which provide lists of permitted uses, lists of specially permitted uses and regulations for development within that specific zoning district; and

WHEREAS, multiple parcels within the City are zoned Holding, though the LDR do not currently contain any codes specific to regulating the Holding zoning district; and

WHEREAS, the City Council has a legitimate interest in ensuring that the potential development of every parcel in the City is regulated by clear and concise LDR; and

WHEREAS, the Future Land Use Element of the City of Okeechobee Comprehensive Plan generally contains descriptions of future land use designations in which lists of zoning districts that are appropriate within those designations are provided; and

WHEREAS, the Holding zoning district is not listed as an appropriate zoning district within any of the future land use designations; and

WHEREAS, the City Council seeks to encourage owners of properties in the Holding zoning district to rezone to other zoning districts which are supported by the LDR, the Future Land Use Element; and the Future Land Use Map; and

WHEREAS, the Planning Board of the City of Okeechobee, Florida, recommends that the Council adopt reduced application submittal requirements and reduced application fees for rezoning of properties which are either partially or entirely zoned holding; and

WHEREAS, the Planning Board of the City of Okeechobee, Florida, has reviewed the existing conditions of parcels in the Holding zoning district; including the future land use designation, the existing land use, the prevailing pattern of land uses in the surrounding area, the zoning designation of the surrounding parcels, and the future land use designation of the surrounding parcels; and has provided recommendations for the rezoning of those parcels; and

WHEREAS, the Planning Board for the City of Okeechobee, Florida, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as Land Development Regulation Text Amendment Application No. 21-002-TA, at a duly advertised Public Hearing held on March 18, 2021, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

WHEREAS, the City Council for the City of Okeechobee, Florida, considered the recommendations by the Planning Board and concludes that adopting such a program and amendment to be in the best interest of its citizens of said City, that such a program and amendments are necessary and appropriate to make the Zoning Map, the LDR and the Comprehensive Plan more consistent and responsive to the needs of the City and its citizens.

NOW, THEREFORE, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference:

SECTION 2: Holding Property Rezoning Program Adopted. The City of Okeechobee hereby adopts the Holding Property Rezoning Program as follows:

Eligibility: Owners (or their authorized designee) of properties which are either partially or entirely zoned Holding are eligible to apply for rezoning according to the provisions of this program.

This program does not exempt owners from consistency with the Future Land Use Map. Where the requested zoning change would also require a Future Land Use Map amendment, the standard application requirements, procedures and fees for Future Land Use Map amendments will apply. Future Land Use Map amendments must be approved prior to approval of the associated rezoning request.

Rezoning Application Requirements: Form 22 is added to Appendix A of the City's Land Development Regulations which adopts application requirements that are reduced substantially from the standard rezoning application requirements.

Rezoning Application Fee: For eligible owners, the standard rezoning application fees according to Fee Schedule of Appendix C of the City's Land Development Regulations have been reduced substantially. Application Fees for rezoning Holding properties are \$600 plus \$20 per acre.

Rezoning Recommendations: In the interest of consistency between the Future Land Use Map and the Zoning Map and in the interest of compatibility with the existing pattern of surrounding land uses, the City officially recommends zoning changes for properties in the City which are either partially or entirely zoned Holding. See attached Exhibit B- Holding Property Rezoning Recommendations.

Future Land Use Map Amendment Recommendations: In some instances where the recommended zoning changes would also require a Future Land Use Map amendment, the City has also provided official Future Land Use Map amendment recommendations, which are also included in Exhibit B- Holding Property Rezoning Recommendations.

Owner Notification and Legal Notification: Notification of the benefits, requirements and procedures of this program will be mailed to all eligible property owners in the form of Exhibit C- Draft Property Owner Notification Letters.

Legal notification and advertisement of zoning requests will be performed by the City and in conformance with the requirements for zoning district boundary changes as provided in Florida Statute.

SECTION 3: Amendment and adoption to Section Appendix A – Applications, Forms, and Content Requirements, as follows:

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix A – Applications, Forms, and Content Requirements, adding Form 22 - Holding Zoning District Boundary Change Petition as follows:

APPENDIX A - APPLICATION FORMS AND CONTENT REQUIREMENTS

Form 22. – Holding zoning district boundary change petition.

1. Petition contents. Zoning district boundary change petition shall be submitted on the appropriate application form and comprises the following:
 - a. Petitioner's name, address, phone number.
 - b. Proof of interest in property.
 - c. Legal description.
 - d. Property owner's list.
 - e. Location map
 - f. Supplementary supporting information.
 - g. Application fee.
2. Processing. Holding zoning district boundary change petitions are processed as follows:
 - a. Applicant submits petition to general services department.
 - b. Administrator reviews petition, initiates processing, issues notice of planning board public hearing.
 - c. Planning board holds public hearing, forwards advisory recommendation to city council.
 - d. Administrator issues notice of city council public hearing.

- e. City council holds first public hearing, renders decision.
- f. If approved, Administrator issues notice of second city council public hearing.
- g. City council holds second public hearing, renders final decision on petition.

SECTION 4: Amendment and adoption to Appendix C – Schedule of Land Development Regulation Fees and Charges, as follows:

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix C – Schedule of Land Development Regulation Fees and Charges, adding Fee Schedule Item 21 - Holding Zoning District Boundary Change (Rezoning), as follows:

APPENDIX C - APPLICATION FORMS AND CONTENT REQUIREMENTS

Fee Schedule:

21. Holding zoning district boundary change (rezoning) \$600.00 plus \$20.00 per acre

SECTION 5: Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 7: Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Okeechobee.

SECTION 8: Effective Date. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for First Reading and set for Final Public Hearing on this 20th day of April, 2021.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this 18th day of May, 2021.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE OFFICIAL RESULTS FOR THE 2021 SPECIAL CITY ELECTION; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY NOEL A. CHANDLER, AS AN ELECTED CITY COUNCIL MEMBER; PROVIDING FOR THE CITY CLERK TO ISSUE A CERTIFICATE OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, by virtue of the provisions of the Charter of the City of Okeechobee and Florida State Law, Mayor Watford proclaimed and declared that a Special City Election will be held on May 4, 2021, by the qualified voters for one City Council Member; and

WHEREAS, as provided in Section 26-4 of the Code of Ordinances, the City's qualifying period was held from Noon, February 8 through Noon, February 12, 2021, in the Office of the City Clerk for all persons who desired to become a qualified City Candidate; and

WHEREAS, such individual(s) who qualified as candidates for the Office of City Council and whose names appeared on the Special Election Ballot were: Noel A. Chandler, Lisa Feltenberger, Beth W. Lehman, and David R. McAuley; and

WHEREAS, the City entered into an Agreement on August 1, 2006, with the Okeechobee County Supervisor of Elections, which sets forth the provisions for the City Elections, and submit such results to the City Council for official acceptance; and

WHEREAS, the Canvassing Board Official Results dated May 14, 2021, and signed by William J. Wallace, County Judge; Melissa Arnold, County Supervisor of Elections; and Terry Burroughs, Board of County Commissioners Chairperson; declare the votes for the Special City Election held May 4, 2021, are that Noel A. Chandler received the highest number of votes for the Office of City Council.

NOW, THEREFORE, be it resolved before the City Council for the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

Section 1. That the City Council hereby accepts the Official Results from the Okeechobee County Canvassing Board for the 2021 Special City Council Election. Statement of Votes Cast provided by the Okeechobee County Supervisor of Elections with 11.78 percent voter participation of the 3,125 registered City voters as of May 4, 2021:

Name of Candidate Qualified for City Council:	Noel A. Chandler	Lisa Feltenberger	Beth W. Lehman	David R. McAuley
Votes by Precinct (No. 6):	65	55	54	34
Votes by Mail:	67	21	35	37
Provisional Ballots:	0	0	0	0
TOTAL VOTES:	132	76	89	71
PERCENTAGE:	35.87%	20.65%	24.19%	19.29%

Section 2. That, Noel A. Chandler, having received the highest number of votes be, and are hereby declared elected as a City Council Member, and shall hold office beginning June 1, 2021, through January 6, 2025, and until their successors are elected and qualified as provided in Section 26-5, Code of Ordinances.

Section 3. The City Clerk is hereby instructed to organize an Investiture Ceremony for the purpose of administering the Oath of Office, and issue the Certificate of Election to the candidate as provided in Section 26-10, Code of Ordinances.

Section 4. All Resolution or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 6. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED in Regular Session this **18th** day of **May 2021**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



City of Okeechobee Code Enforcement
50 SE 2nd Street
Okeechobee, Florida 34974
(863)763-9795

To: City Council Members

From: Robert Peterson, Chief of Police
Donald Hagan, Major

Subject: Consider fine reduction of code enforcement lien against 501 Northwest 16th Street owned by Gregory and Sharon Williams, Case No. 200110013.

Date: May 12, 2021

The Special Magistrate entered a Lien/Order against this property in Case Number 200110013 on March 10, 2020, as a result of violations of Sections 30-41,30-43 and 30-44 of the City's Code of Ordinances. The Lien imposed daily fines of \$25.00 beginning on April 2, 2020 The property remained out of compliance for some time until it came into compliance on April 13, 2021. The fine amount from the lien is \$4,925.00. The property owner and the city agreed to a fine reduction of \$2,462.50 including the administrative costs and the magistrate accepted the agreement of the parties.

Staff recommends that the City Council approve a fine reduction of the lien for \$2,462.50 and to allow the staff to provide a payment plan for the property owner.



City of Okeechobee

Date: 05/07/2021
To: Marcos Montes De Oca, City Administrator
From: India Riedel, Finance Department
RE: City Council Agenda Item May 18, 2021
Subject: Addendum to Agreement for Information Technology

Background: Current contract for Information Technology Services (IT) has been in effect since May 13, 2019 with ICS Computers, Inc. We are in our 2nd year of completion of the contract and the City has received prompt and proficient IT services from owner Rick Chartier and his staff.

City staff is recommending approval of the existing agreement through an addendum, extending the option of 3 additional years based on the city administrator's approval each year thereof.

**ADDENDUM TO AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF OKEECHOBEE AND ICS COMPUTERS, INC.**

THIS ADDENDUM, hereinafter referred to as "Addendum", made and entered into this ____ day of _____, 2021, by and between ICS Computers, Inc., 403 S. Parrott Avenue, Okeechobee, FL 34974, hereinafter referred to as "ICS", and the City of Okeechobee, Florida, a municipal corporation, 55 SE 3rd Avenue, Okeechobee, FL 34974, hereinafter referred to as "City", for and in consideration of the following terms and conditions and covenants.

WHEREAS, the City desires to extend an existing Agreement for Information Technology Services (the "Agreement") with ICS, a copy of which is incorporated herein by reference as **Exhibit A**; and,

WHEREAS, the City Agreement with ICS has been in effect since May 13, 2019, and the term of the Agreement was for an initial period of one (1) year with the option of two (2) additional one- year renewal periods, upon the mutual agreement of the parties; and,

WHEREAS, the City has received timely and qualified services from ICS and wishes to continue those services;

WHEREAS, term of the Agreement was extended in conformance with the option of two additional one- year renewal periods, and no further renewals are contemplated in the Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated into this addendum to the Agreement by reference.
2. **TERMS AND CONDITIONS.** This Addendum to Agreement for information technology services between the City and ICS, except as otherwise stated or modified herein, shall be subject to the same terms and conditions of the Agreement attached as Exhibit A.
3. **TERM.** The effective date of this Addendum to the Agreement shall be the date of execution of this Agreement by both City and ICS. The term of this agreement shall be for an initial period of one (1) year period.

4. **EXTENSIONS.** This Addendum to the Agreement may be extended with the option of three (3) additional one-year renewal periods which may be exercised, in writing, by the City Administrator.
5. **TERMINATION.** Notwithstanding anything in the Agreement, this Addendum to the Agreement may be terminated, in whole or in part, in writing, by the City for its convenience, in its sole and absolute discretion, upon 30 days written notice to ICS.
6. **SCOPE OF SERVICES.** ICS shall provide information technology services to the City through help desk tickets, monitoring network operations, assist with troubleshooting network/systems issues, and generally provide all needed assistance that would keep the City's IT services functioning; as well as completion of on- going projects. The scope of work shall include routine maintenance City departments, help desk support, maintenance of City systems, computers, and software, new hardware configuration, and any related technology support services.
7. **COMPENSATION AND METHOD OF PAYMENT.** City will compensate ICS \$24,960 annually, payable monthly (\$ 2,080) for scope of work outlined in herein and in the Agreement. Specific large projects requiring additional resources other than the average 6 hours per week will be agreed upon and a Work Order shall be submitted by ICS and authorized by the City Finance Director. The rate schedule referenced in the Agreement may be updated annually prior to each optional renewal period. Invoicing and payment shall be as provided for in the Agreement.
8. **INSURANCE.** All workers compensation and other insurance and policy limits shall be as provided for in the Agreement.
9. **PUBLIC RECORDS.** The legislature has amended Chapter 119 Florida Statutes, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this Contract.
10. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:**

CITY CLERK' S OFFICE
55 S. E. 3rd Avenue
Okeechobee, Florida 34972

(863) 763-3372 ext. 9814 / lgamiotea@cityofokeechobee.com

IN WITNESS WHEREOF, the CITY and ICS have made and executed this Addendum to the Agreement.

ATTEST:

CITY OF OKEECHOBEE

Lane Gamiotea, CMC, City Clerk

By: _____
Dowling R. Watford, Jr., Mayor

Witness

ICS COMPUTER, INC.
By: _____
Rick Chartier, President

Witness

REVIEW FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

**AGREEMENT FOR INFORMATION
TECHNOLOGY SERVICES BETWEEN
THE CITY OF OKEECHOBEE AND
ICS COMPUTERS, INC.**

THIS AGREEMENT, hereinafter referred to as "Contract," made and entered this 13th of May 2019 by and between ICS Computers, Inc., 403 S. Parrott Avenue, Okeechobee, Florida 34974, and the City of Okeechobee, Florida, a municipal corporation, 55 SE 3rd Avenue, Okeechobee, Florida 34974, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with ICS Computers, Inc. for Information Technology Services and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

ICS Computers, Inc. shall provide Information Technology services to the City through help desk tickets, monitoring network operations, assist with troubleshooting network/systems issues, and generally provide all needed assistance that would keep the City's IT services functioning; as well as completion of on-going projects.

Section 1. Scope of Services

1.1 Complete initial assessment of existing inventory, evaluate and provide recommendations of citywide network, equipment, workstations, software and as well as future information technology resources needed.

a. Required Support

1. Routine Maintenance performed on the following equipment: servers, workstations, network equipment, software, etc.

- Deploying updates and patches
- Managing anti-virus updates
- Removing spyware
- Monitor system health on all workstations, servers and networking equipment
- Monitoring backups and other important routine activities

Review backup logs

Test battery backup – self tests, system shutdown tests

Monitor internet connectivity

Update virus definitions

Update virus engine

Apply service pack updates
Apply security patches
Update BIOS as needed
Backup of networking configurations

2. Support for all City Departments – Each Department requires onsite service for items related to its specific software, desktops and portable hardware (laptops). Remote diagnosis is available as necessary although onsite repair is required as needed.

3. Help Desk support

- Over the phone and on-site help desk as needed between the hours of 8:00 a.m. and 5:00 p.m. (EST), Monday through Friday
- 24/7 phone support for non-maintenance outages and emergencies

Emergency support will be provided for issues that affect the City's ability to function and employees are prevented from doing their job.

Response for emergencies is required within 30 minutes

Non-emergency support for issues that interfere with City functions and impact employees, but employees are still able to perform their jobs; response for non-emergencies is required within 3 hours

Other requests for support that do not affect City function or impact employee's ability to perform their jobs; response is required within 24 hours

- Telephonic customer support must be United States based

4. Weekly review and maintenance of systems, computers, software, etc.

- Backups should be performed on a regular basis with incremental daily backups and monthly full back ups

5. New Hardware Configuration

- Configuring of new hardware and software as applicable and as needed for maintenance, replacement, etc.
- Review and advise management regarding optimization of existing hardware, network, and workstations and integration of sites as well as software

5. Initial inventory and assessment of the City's IT related hardware and provide initial prioritization of hardware needs / changes after initial audit.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and ICS Computers, Inc. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of ICS Computers, Inc., this Contract may be converted to or replaced at any time with a Continuing Services Contract upon written agreement of the parties.

This agreement is non-exclusive in that the City reserves the right to retain independent technology resources from other sources if deemed to be the best interests of the City.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate ICS Computers, Inc. \$24,960 annually, payable monthly (\$2,080) for scope of work outlined in Section 1. Specific large projects requiring additional resources other than the average 5-6 hours per week will be agreed upon and a Workorder shall be submitted by ICS Computers, Inc. and authorized by the City. The rate schedule may be updated annually prior to each optional renewal period.

The fees payable are subject to annual authorization by the City Council in the budgetary process in September of each year.

2.2 Invoices

The ICS Computers, Inc. shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, tasks completed each month, date worked and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Changes in Scope/Conditions

Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to ICS Computers, Inc. or a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 4. Use of Documents

4.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from ICS Computers, Inc. services or have been created during the course of ICS Computers, Inc. performance under this Contract shall become the property of and shall be delivered to the City after final payment is made to ICS computers, Inc.

4.2 Public Records Act§ Ch 119 Compliance

PUBLIC RECORDS: The legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:

**CITY CLERK'S OFFICE
55 S.E. 3rd Avenue
Okeechobee, Florida 34972
(863) 763-3372 ext. 9814
lgamiotea@cityofokeechobee.com**

The contractor shall adhere to Florida public records laws, including the following:

- a. Keep and maintain public records required by the City to perform the services, and upon request of the custodian of records for the City, provide the City with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract term and following completion of the contract if the contractor does not transfer the records to the City.
- c. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or thereafter keep and maintain public records required by the City to perform the service. If the contractor transfers all public

records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City Clerk, in a format that is compatible with the information technology systems of the City.

Noncompliance.

- a. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.
- b. If the contractor does not comply with the request of the City for the records, the City shall enforce the contract provisions in accordance with the contract.
- c. If the contractor fails to provide the public records to the City within a reasonable time, the contractor may be subject to the penalties under Chapter 119.10.

Civil Action.

- a. If a civil action is filed against a contractor to compel production of public records relating to the City's contract for professional services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the City and to the contractor.
- b. A notice complies with the above if it is sent to the custodian of public records for the City and to the contractor at the contractor's address listed on its contract with the City, or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- c. A contractor who complies with a public records request within eight (8) business

days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 5. Termination for Cause and/or Convenience

5.1 This Contract may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the defaulting party is given: (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

5.2 This Contract may be terminated, in whole or in part, in writing, by the City for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in subparagraph 1 above.

5.3 In the event of termination, ICS Computers, Inc. shall be paid for all work completed prior to the effective date of termination.

5.4 Upon receipt of a termination action under subparagraphs 1 and 2 above, ICS computers, Inc. shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the City all data, drawings, reports, specifications, summaries and other such information as may have been accumulated by ICS Computers, Inc. in performing this Contract, whether completed or in process, unless such data is considered proprietary in nature by ICS Computers, Inc.

5.5 Upon termination, the City may take over the work and may award another party a contract to complete the work described in this Contract.

Section 6. CITY's Obligations

6.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of notifying ICS Computers of work orders.

Section 7. Persons Bound by Agreement

7.1 Parties to the Agreement

The persons bound by this Contract are ICS Computers, Inc and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent ICS Computers, Inc. from employing such independent associates and subcontractors as the ICS Computers, Inc. may deem appropriate to assist in the performance of the services hereunder.

7.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than ICS Computers, Inc. and the City.

Section 8. Indemnification of City

ICS Computers, Inc. shall to the fullest extent allowed by law, defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of ICS Computers, Inc. and other persons employed or utilized by ICS Computers, Inc. in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by ICS Computers, Inc. ICS Computers, Inc. shall obtain, maintain and pay for general liability insurance coverage to ensure the provisions of this paragraph.

Section 9. Insurance

9.1 Workers' Compensation

ICS Computers, Inc. shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes, Chapter 440 for all of employees of ICS Computers, Inc. engaged in work on the Project under this Contract or provide a certificate of exemption as permitted in Chapter 440.

9.2 Insurance Policy Limits

ICS Computers, Inc. shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract:

10.2.1: General Liability Insurance, in a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

10.2.2: Automobile Liability Insurance, in a combined single limit of \$250,000.00 each occurrence.

10.2.3: Professional Liability or Errors and Omissions Insurance, in a combined single limit of \$1,000,000.00 aggregate.

ICS Computers, Inc. shall furnish to the City, Certificates of Insurance allowing thirty, (30) day notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

9.3 City to be Named Additional Insured

The plans and specifications and other contract documents to be prepared by ICS Computers, Inc. pursuant to this Contract, shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the City. The City shall be named as "additional insured" with regard to the coverage of such policies of insurance.

9.4 Status of Claim.

ICS Computers, Inc. shall be responsible for keeping the City currently advised as to the status of any claims made for damages against ICS Computers, Inc. resulting from services performed under this Contract. ICS Computers, Inc. shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery, or regular mail to:

City Administrator, City of Okeechobee
55 SE 3rd Avenue
Okeechobee, Florida 34974
Fax: (863) 763-1686

9.5 Governmental Regulations

ICS Computers, Inc. shall assure that work performed under each project Authorization shall be in accordance with all applicable governmental regulations.

Section 10. General Conditions

10.1 Venue in Okeechobee County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Okeechobee County, Florida.

10.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

10.3 Attorney's Fees and Costs

In the event ICS Computers, Inc. defaults in the performance of any of the terms, covenants and conditions of this Contract, ICS Computers, Inc. agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the City's representative identified herein shall be binding or enforceable against the CITY.

Section 11. CONSULTANT CONFLICT OF INTEREST

The City, having been so advised by ICS computers, Inc., does hereby recognize that

ICS Computers, Inc. has provided similar services in the past to other local governments and to area governmental bodies, and may be so engaged in a similar Project at this time or in the future. The parties agree that these Projects by ICS Computers, Inc. do not constitute a conflict of interest with the City's Project.

ICS Computers, Inc. represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes (2010). ICS Computers, Inc. further represents that no person having any interest shall be employed for said performance.

ICS Computers, Inc. shall promptly notify the City in writing by certified mail on all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence ICS Computers, Inc. judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance and the nature of work that ICS Computers, Inc. may undertake. ICS Computers, Inc. may request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by ICS Computers, Inc. The City agrees to notify ICS Computers, Inc. of its opinion by certified mail within thirty (30) days of receipt of notification by ICS Computers, Inc. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by ICS Computers, Inc., the City shall so state in the notification and ICS Computers, Inc. shall, at his/her option, enter into said association.

Section 12. CITY CONFLICT OF INTEREST

No member of the governing body of the City, and no other public official, officer, employee or agent of the City, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. The ICS Computers, Inc. shall take appropriate steps to ensure compliance.

SECTION 13. EQUAL OPPORTUNITY

ICS Computers, Inc warrants that there shall be no discrimination against applicants for services under this Contract because of race, color, age, sex, religion, and national origin, place of birth, ancestry or handicap.

SECTION 14. INDEPENDENT CONSULTANT RELATIONSHIP

ICS Computers, Inc. is, and shall be in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. ICS Computers, Inc. shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ICS Computers, Inc's relationship and the relationship of its employees to the City shall be that of an independent contractor, and not as employees of the City.

SECTION 15. LIMITATION ON AUTHORITY

The ICS Computers, Inc. does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

SECTION 16. SEVERABILITY

This Contract is severable. If any portion or section of this Contract is held invalid or unenforceable, this shall not render the remainder of the Contract unenforceable and the remainder of the Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17. PUBLIC ENTITY CRIME

ICS Computers, Inc. is in compliance with Section 287.133, Florida Statutes, (2010), for Public Entity Crimes, and has not been placed on the convicted vendors list within the last thirty-six (36) months preceding the date of this Contract.

Section 18. Exhibits


The following Exhibits are attached to and made a part of this Contract:

- Exhibit A -** Summary of Qualifications: as submitted by ICS Computers, Inc and accepted by City
- Exhibit B -** Original Request for Qualifications as issued by City, including all Addenda
- Exhibit C-** Insurance and Indemnification

IN WITNESS WHEREOF, the CITY and ICS Computers, Inc have made and executed this Contract the day and year above written.

ATTEST:

CITY OF OKEECHOBEE




Lane Gamio tea, CMC, City Clerk

By: 

Dowling R. Watford, Jr., Mayor

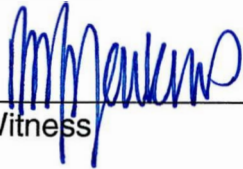
ICS COMPUTERS, INC.



Witness

By: 

Rick Chartier, President



Witness

REVIEWED FOR LEGAL SUFFICIENCY:



John R. Cook, City Attorney

City of Okeechobee
RFQ No: FIN 01-3203-19
Information Technology Services
April 11, 2019

**ICS Computers, Inc.
403 S. Parrott Ave
Okeechobee, Fl 34974**

1. Interest and Qualifications:

- a) ICS Computers was established by its current owner and President, Rick Chartier, in Okeechobee July 1990. Rick and his team were initially located at 605 SW Park St until the hurricanes of 2004 relocated us to our current location at 403 S. Parrott Ave. We are a full-service IT company specializing in sales and service of computer hardware and software, networking and servers, audio and visual hardware, premise cabling, telephone systems and technical support. Our philosophy from inception has been, anyone can offer a product but it's the service behind the product that makes the difference. ICS has always strived to be the first in service.

- b) ICS Computers is fully qualified to meet the needs and scope of services for the City of Okeechobee as outlined in the RFQ. Through the years ICS has broaden its services for not only sales and service of computer hardware but also to all the services as outlined above. We are located only two blocks from City Hall, City FD and City PD. Our offices are open 8am to 5pm Monday thru Friday with full time and part-time in-house staff/support personnel as well as two full-time 24/7 outside technicians. We have been servicing the IT needs of Okeechobee and the surrounding communities for nearly 29 years and look forward to the opportunity to add the City of Okeechobee to our customer base.

2. Related Experience and References:

Walpole, Inc.
269 NW 9th St
Okeechobee, Fl 34972
Attn: Sorrel Vinson, 467-3930

ICS provides maintenance of their Local and Wide Area Networks, VoIP Phone Systems, IT Hardware/Software and multiple servers between Okeechobee, West Palm Beach, Tampa and Birmingham, Al. Rick, John and Terry have provided support for this ongoing project.

Okeechobee Utility Authority
100 SW 5th Ave
Okeechobee, Fl 34974
Attn: Janet McKinley, 763-9460 x112

ICS provides maintenance of their Local and Wide Area Networks, VoIP Phone Systems, IT Hardware/Software and server between four different locations in Okeechobee. Rick and John are both involved with this project.

Gilbert Family of Companies
Okeechobee, Fl
Attn: JD Mixon, 824-3600

ICS provides maintenance of their Local and Wide Area Networks, VoIP Phone Systems, IT Hardware/Software and multiple servers between five different locations in Okeechobee. Rick and John are both involved with this project.

3. Background Clearance:

Rick currently holds the FDLE CGIS certification for law enforcement. Rick and John both have the background checks necessary for on-premise services at the Okeechobee County School Board facilities.

4. Team and Availability:

- a) ICS's team consists of two outside technicians and a full and part-time office personnel.
- b) Rick Chartier will be the main contact with the City. He will work directly with the City's IT liaison to form a work flow on how the City's IT needs will be dispatched and met in a timely manner. ICS maintains a standard landline from 8am to 5pm and on-call can be dispatched after hours via the auto-attendant or by direct contact to individual cell phones.
- c) Either during normal business hours or after hours, ICS can have personnel on-site in less than 30 minutes due to our office location as well as our employees live locally.
- d) Rick Chartier, B.S. in Management Information System and Computer Science from UCF. Established ICS in July 1990. He holds several certifications and authorizations over the last 29 years in business. He has built and designed servers, workstations, desktops and laptops. Experienced in data recovery, removal of Ransomware, malware and viruses. His entire career post graduating OHS has been spent in the IT business.

John Beard, employed with ICS for 19 years. After graduating Desoto County High School, he served our country for 2-years in the U.S. Marines. After his time in the service, he pursued a career in telecommunications. He has spent his time in field taking various courses and achieving many certifications for many types of hardware. Upon joining ICS in 2003 he brought a wealth of telecommunication background to expand ICS services into that field. Since then, he has been crossed trained in both IT and telecommunications. He is well versed in diagnosing/troubleshooting issues with customers in all areas of IT.

Terry Deroin and Cori Burnsed both handle the office operations and the help desk. They can assist in diagnosing issues with our clients and if necessary, dispatch Rick or John.

5. Project Approach:

- a) After fully reviewing Section 2: SCOPE OF SERVICES, subsection A, ICS fully understands the scope of work the City is seeking in an IT company and we are fully qualified to provide those services. We intend to approach the City as we do all our clients, in a prompt, professional manner to resolve any and all IT related issues. We will assist in designing weekly approach to maintenance on the City's hardware as well as making recommendations to keep the City up-to-date with latest technology. Maintaining current backups and security of the City's data will always be our top priority.
- b) We at ICS do our best to prioritize our schedule with clients based on their timeline and severity of the issue. We will work directly with City personnel on the issues that arise and create a schedule and means to dispatch our technicians to resolve those issues. Emergencies are just that, emergencies, and they require immediate action. ICS is always prepared to respond immediately both during and after hours to resolve crisis issues.
- c) Providing quality assurance has been our philosophy since day one. We stand behind all our work. We wish we could resolve every IT issue on the first try but as we all know IT issues are fluid and what may work today may not tomorrow; however, we will not stop working on the issue until the problem is fully resolved. We invite you to call our references and we can provide more that will attest to the quality of service ICS provides our customers. We also understand the concept of a budget, especially in government, we will work with the City to resolve their issues with mindful of their budget. We never oversell our customers. We will always recommend the best value solution for the best price.

City of Okeechobee
RFQ No: FIN 01-32-03-19
Information Technology Services

The City of Okeechobee, Florida ("City") is seeking Requests For Qualifications ("RFQ") from individuals or firms for the services of an Information Technology ("IT"); the service provider is to provide maintenance, 24/7 help-desk support and completion of on-going projects for the City's software, hardware, and network infrastructure.

Applications submitted in response to this RFQ will be reviewed by a team of City representatives. The team will review all complete, eligible qualification submittals received by the deadline. Upon evaluating the qualifications provided in the applications, the team will identify top vendors who may be invited for finalist interviews. The review team reserves the right to make a final decision without an in-person interview.

Section 1. OVERVIEW

The City was incorporated in 1915 and is governed by an elected five-member city council. The City has a population of approximately 5,500 and encompasses 4 square miles. The City has a City-Manager form of government with five members on the City Council. The City has approximately 65 full-time employees and 8 part-time employees.

The City provides the following services to its residents: public safety police and fire, maintenance of streets and infrastructure, planning and zoning, building and engineering, and general administration.

The City's Information Technology Resources

The City's IT function is part of the Administration Department, oversight provided by the Director of Finance. Currently, onsite personnel utilize software vendors as Tech Support, as well as acquired knowledge.

The goal of this RFQ is to identify an individual/firm that will IT support services in an economical manner while providing excellent customer service. Provision of these services would involve a combination of on-site and off-site consultant personnel. The City's Finance Director would serve as contact and would provide day-to-day activities and direction to consultant staff.

Section 2. SCOPE OF SERVICES

A. Description

The City will utilize an individual/firm for services to respond to help desk tickets, monitor network operations, assist with troubleshooting network/systems issues, and

generally provide all needed assistance that would keep the City's basic IT services functioning; as well as completion of on-going projects.

B. Required Support

1. Routine Maintenance performed on the following equipment: servers, workstations, network equipment, software, etc.
 - Deploying updates and patches
 - Managing anti-virus updates
 - Removing spyware
 - Monitor system health on all workstations, servers and networking equipment
 - Monitoring backups and other important routine activities
 - Review backup logs
 - Test battery backup – self tests, system shutdown tests
 - Monitor internet connectivity
 - Update virus definitions
 - Update virus engine
 - Apply service pack updates
 - Apply security patches
 - Update BIOS as needed
 - Backup of networking configurations
 - Support for all City Departments – Each Department requires onsite service for items related to its specific software, desktops and portable hardware (laptops). Remote diagnosis is available as necessary although onsite repair is required as needed.
2. Help Desk support
 - Over the phone and on sight help desk as needed between the hours of 8:00 a.m. and 5:00 p.m. (EST), Monday through Friday
 - 24/7 phone support for non-maintenance outages and emergencies
 - Emergency support will be provided for issues that affect the City's ability to function and employees are prevented from doing their job
 - Response for emergencies is required within 30 minutes
 - Non-emergency support for issues that interfere with City functions and impact employees, but employees are still able to perform their jobs; response for non-emergencies is required within 3 hours
 - Other requests for support that do not affect City function or impact employee's ability to perform their jobs; response is required within 24 hours
 - Telephonic customer support must be United States based
3. Weekly review and maintenance of systems, computers, software, etc.
 - Backups should be performed on a regular basis with incremental daily backups and monthly full back ups
4. New Hardware Configuration
 - Configuring of new hardware and software as applicable and as needed for maintenance, replacement, etc.
 - Review and advise management regarding optimization of existing hardware,

network, and workstations and integration of sites as well as software

Please note that this description of the scope of services is intended to provide a general overview of the essential information technology issues confronting the City and is not intended to be exhaustive. The City accepts no responsibility for inadvertent errors or omissions regarding industry specific jargon or descriptions. Exhibit "A" is attached for review to provide initial information of the City's existing infrastructure, hardware and software. A **mandatory pre-proposal conference** will be held on Thursday, April 2, 2019 from 1:00-3:00 p.m, located in Council Chambers, Room 200, 55 SE 3rd Avenue, Okeechobee, FL. Proposers may ask questions of City staff to gain a better understanding of the scope of services. Guided tours will be available to the City's server room to examine the existing network infrastructure. All individuals/firms must attend this conference in order to submit for this proposal.

C. Budget

The City's annual operating budget for IT services (including labor, equipment, software, materials, etc. is \$15,000). The City is aware that additional funding may be needed to provide sufficient support of current hardware and software. Although "cost" is only one factor in the selection process, budget constraints are a difficult reality. Firms that can quickly implement affordable, but effective, solutions and support will be given the strongest consideration.

D. Project Schedule

Rapid response is a critical element of Information Technology support. The individuals/firm will be held accountable for the response time outline in section 2.B. The chosen individual/firm will be expected to begin providing support immediately once the contract is awarded and an individual/firm that cannot commit sufficient time and resources to this request need not respond.

Section 3. PROPOSAL AND EVALUATION CRITERIA

A. Instructions to Applicants:

The following are the contents that all proposals must include; all the listed criteria should be addressed completely and should follow, as closely as possible, the order and format in which it is listed below.

These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm. Bids shall be evaluated based on the requirements set forth in the RFQ. Note: The sequence of the listing is not intended to reflect relative weight of each category.

1. Interest and Qualifications:

- a. A brief description of the individual/firm, including its location, years in the

business, history, and philosophy. Include an outline of the firm's officers and executive management.

- b. A statement of interest for the scope of services including a narrative describing the respondent's capabilities and unique qualifications as they pertain to this particular project.

2. Related Experience and References:

- a. Proposal shall include a list and description of at least three customers/projects in the previous two years that demonstrate the respondent's experience in troubleshooting and delivering comprehensive IT solutions for municipalities or similar private sector organizations. List the projects in order of priority, with the most relevant project listed first. Provide for each project, at a minimum:
 - Project client, contact person, location, and description of services.
 - Identify any members of the proposal team who also worked on each project, and include a description of his/her role in the project.
 - Names and contact information for the point(s) of contact for each project.

3. Background Clearance

Must pass a Department of Justice Florida Department of Law Enforcement background investigation for all employees with access to any/all City of Okeechobee hardware, software or remote capabilities

4. Team and Availability

- a. Proposal shall include a description of the proposed consultant team.
- b. Proposal shall identify the lead contact that will have the main contact with the City. This individual is expected to remain the responsible contact throughout the engagement. All key personnel as well as a sub-consultants, if applicable. Proposal shall outline roles, responsibilities and reporting relationships. Proposal shall identify key contact person for communicating with the City on all project-related matters.
- c. Proposal shall include a statement on the availability and commitment of the respondent and assigned professional who will undertake the scope of services.
- d. Proposal shall include resumes for all the key personnel including educational background/training, experience, and detailed descriptions of roles played on past projects.

5. Project Approach

- a. Proposal shall include a narrative indicating an understanding of the scope of the project and the services to be performed. An overview of the intended

- approach to providing the necessary services should be provided.
- b. Describe the individual/firm history and ability to establish and maintain schedules.
 - c. Describe the individual/firm quality assurance process and history of delivering high quality contracted services on time and within budget.

6. Additional requirements

- a. Five (5) identical proposals plus one (1) electronic PDF file version (on a flash drive) must be submitted to the address below in a sealed package clearly marked "Response to Request for Qualifications-Information Technology Services, RFQ #FIN 01-32-03-19" and must be received at the address below before but no later than 3:00 PM (EST) on April 11, 2019.

City of Okeechobee
City Administration
55 SE 3rd Avenue, Room 201
Okeechobee, FL 34974

- b. Any proposals received after the specified date and time will be rejected and discarded. Proposals may not be modified or withdrawn after the submittal deadline.
- c. All proposals should be 8 1/2" x 11" in size (proposals may include fold-outs).
- d. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
- e. Communication with the City, the selection committee, or the general public relative to this project prior to the announcement of a selection is strictly prohibited. All questions should be voiced at the mandatory pre-proposal conference or emailed to India Riedel, iriedel@cityofokeechobee.com by April 4, 2019.
- f. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
- g. The City reserves the right to waive any irregularity or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to advertise for new proposals, as best serves the interest of the City. The City is under no obligation to award a contract to any firm submitting a proposal. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors and/or omissions.

The City reserves the right to withdraw this RFQ at any time without prior notice and to reject any or all bids or proposals for good cause and in the best interests of the City.

- h. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
- i. The City reserves the right to negotiate the final Agreement with any Proposer(s) as necessary to serve the best interest of the City.
- j. The City reserves the right to award its total requirement to one Proposer or to apportion those requirements among two or more Proposers as the City may deem to be in its best interest.

Section 4. OTHER GENERAL PROVISIONS

Selected individual/firm must comply will all requirements of the City Code. Additionally, the selected individual/firm will be subject to statutory requirements to maintain all records that may be subject to the public record laws, including production of such records as requested by any firm or person, in the time and manner as required by law. In compliance with the Florida Sunshine Law and Code of Ethics, the City strictly enforces open and fair competition in its RFQs.

A. Application of Americans Disabilities Act

The City does not discriminate upon the basis of any individual's disability status. This policy involves every aspect of the City's function including access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should make the request to the contact person set forth herein.

B. Prohibition Against Discrimination

The City recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the City are prohibited from discriminating based on race, color, creed, national origin, handicap, age, marital status, or sex.

C. Promotion of Local Vendors

The City is desirous of allowing as many vendors as possible the opportunity to participate, including local vendors. The City reserves the right to award the contract under a local vendor ordinance, or under F.S. 255.0991 for vendors located in the State of Florida, and the right to request clarification of any information submitted by proposers. If the Respondent is not a local vendor, efforts to contract with vendors who do fall into these categories are appreciated.

D. Public Entity Crime

Section 287.133(2)(a), Florida Statutes, states "A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount, provided in F.S. 287.017 for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list."

E. Public Records Clause

1. The legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:

**CITY CLERK'S OFFICE
55 S.E. 3RD Avenue Okeechobee, FL 34972
(863) 763-3372 ext. 9814
lgamiotea@cityofokeechobee.com**

2. The contractor shall adhere to Florida public records laws, including the following:
 - a. Keep and maintain public records required by the City to perform the services, and upon request of the custodian of records for the City, provide the City with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
 - b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract term and following completion of the contract if the contractor does not transfer the records to the City.

- c. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the contractor or thereafter keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City Clerk, in a format that is compatible with the information technology systems of the City.

3. Noncompliance

- a. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.
- b. If the contractor does not comply with the request of the City for the records, the City shall enforce the contract provisions in accordance with the contract.
- c. If the contractor fails to provide the public records to the City within a reasonable time, the contractor may be subject to the penalties under Chapter 119.10.

4. Civil Action

- a. If a civil action is filed against a contractor to compel production of public records relating to the City's contract for professional services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the City and to the contractor.
- b. A notice complies with the above if it is sent to the custodian of public records for the City and to the contractor at the contractor's address listed

on its contract with the City, or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- c. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

F. Cost of Submittals

The City of Okeechobee will not reimburse for any costs associated with the preparation and submittal of any proposal, for any travel and/or per diem costs.

G. Ownership of Submittals

All materials submitted regarding this proposal becomes the property of the City. Responses may be reviewed by any person after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information or material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

H. Rejection of Responses

The City of Okeechobee reserves the right to reject any and all proposals submitted in response to this RFQ, and the right to waive any technical irregularities or immaterial defects in bid proposal that do not affect the fairness of the bid competition. Any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

I. Amendments to the RFQ

The City reserves the right to make such changes in the RFQ as it may deem appropriate. Any changes in the RFQ shall be made by a written addendum, which shall be issued by the City to all prospective firms who have been issued a copy of the RFQ or who have notified the City that a copy of the RFQ has been obtained.

J. Insurance

Provide a certificate of insurance showing the firm's current limits of liability for commercial, general, and professional liability, workers compensation, and business automobile liability, minimum limits are \$1,000,000 with the City listed as additional insured. List all current and unresolved litigations, arbitrations, or mediations of the firm.

K. Business Tax (formerly Business License)

The selected consultant must possess or obtain a City business tax license while providing any services for the City. In addition, provide a copy of county or city business license where the business is located.

L. Cost Proposals

- a. Initial Scope of Services: Routine maintenance and unlimited Help Desk support
Note: Cost proposals should be all-inclusive. Hardware, software, labor, materials, etc. should be included and itemized.
- b. Extra Work: Include an hourly rate schedule for all team personnel and any sub-consultants for any unanticipated work performed to complete the negotiated scope of services for the original project. Include any irregular rate tiers such as weekend or after hours.
- c. Ongoing Maintenance: Include an hourly rate schedule or other fee proposal for routine, ongoing IT and network support services. Include any irregular rate tiers such as weekend or after hours.

M. Terms

It is proposed the final negotiated contract would be a term agreement for an initial one (1) year period with the option of three (3) additional one (1) year renewals, upon the mutual agreement of the parties.

N. Proposed Process and Timeline

March 19, 2019	RFQ issued and posted on the City of Okeechobee website; www.cityofokeechobee.com
April 2, 2019	Mandatory Pre-Proposal Conference will be held at 1:00 p.m. for a review of equipment and sites and the RFQ. (Location – City of Okeechobee, Council Chambers, Room 200, 55 SE 3rd Avenue, Okeechobee, FL 34974
April 4, 2019	Questions due from attendees of Pre-Proposal conference
April 8, 2019	Responses to Questions provided by City staff
April 11, 2019	Receipt of proposals due by 3:00 PM (EST)
April 12, 2019	A city representatives and officials will evaluate the proposals and select a preferred firm. If multiple firms have exceptional qualifications, the selection committee will conduct interviews with a short-listed group of finalists.
April 15, 2019	Short-listed firms are interviewed (optional)
April 17, 2019	Preferred firm is notified of selection and draft professional services agreement is prepared.

May 7, 2019

Recommendation to City Council

Please note that this timeline is aggressive and will require prompt responses from short-listed firms. By submitting a proposal in response to this RFQ, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Okeechobee.

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive proposed whose proposal meets the requirements and specifications set forth in the request for qualifications.

END OF REQUEST FOR QUALIFICATIONS

Initial listing of Software used

	Connected a Network	Software Used	Edition - Version	Vendor
Clerks Office	City Hall Network	Microsoft Office	2010	Microsoft/Liftoff LLC
		Adobe X Pro	10	Unknown
		WordPerfect Office	11	Unknown
		Digital Court Player	7.4	BIS Digital
		Digital Court Recorder	7.2	BIS Digital
		Laserfiche Records Management Server	10.2	MCCi
		Laserfiche WebLink	9	MCCi
		Microsoft SQL Server	2014	
		Panasonic KV-S1057C (local scanner)	N/A	
		Laserfiche Records Access	10.2	MCCi
		Windows & and 10 operating systems		
		Office 365 Email (Outlook)	latest	
Finance Office	City Hall Network	Financial software	4.512	IMS
		Business Tax Receipt Software	4.553	IMS
		Building Permitting Software	4.484	IMS
		Code Enforcement Software	2.355	IMS
		Office 365 ProPlus Word, excel, PPT, Outlook	2016	Microsoft/Liftoff LLC
		Microsoft Office 2010		
		Adobe X Pro	10	
		Windows Storage Server	2012	
		Office 365 Email (Outlook)	latest	
		ACS Assessment Link		Okeechobee Property App.
Fire Dept.	City Hall Network	Windows 7, 8 Pro and 10		
		Microsoft Office		Web based
		Lotus - budget		
		Nuance-PDF		
		Adobe		
		FD specific software web based		Web based
Public Works	n	Office 365 ProPlus Word, excel, PPT, Outlook	2016	Microsoft/Liftoff LLC
		Windows 10 operating		Microsoft
		Adobe Acrobat Pro	XI	Adobe
		ArcGIS	10.4.1	ESRI
		Office 365 Email (Outlook)	latest	
		RTC Connect-Traffic light software	2.29.1.0	RTC Corporation
Police Department	PD Network	Spillman Cad and Reporting System-Server	2012R2	
		TRACS-Crash Reporting & Traffic Citations		
		RLEX interface w/Spillman (FDLE)		
		ELVIS software for TRACS (FDLE)		
		Window Server for Domain	2008R2	
		Cisco Router -Interface w/FDLE		
		DVR Camera system interfaces w/Network		
		Citywide - Phone System software		CenturyLink
		Pro Watch -Key FOB Security System	2018	
		Pro Watch Advanced-KeyFOB Security System	2018	
		Office 365 Email (Outlook)	latest	
		Code Enforcement Software	2.355	IMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gretchen Robertson Ins Agency INC 309 NE 2nd Street Okeechobee, FL 34974	CONTACT NAME Randi Davis PHONE (A/C No., Ext.) 863-763-5561 FAX (A/C No.) 863-763-1161 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B State Farm Fire and Casualty Company 25143 INSURER C INSURER D INSURER E INSURER F
INSURED ICS Computers INC 403 Parrot Ave Okeechobee, FL 34974	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL. SURR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR		98-BG-E411--3	04/30/2019	04/30/2020	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTALS: PREMISES (if a occurrence): \$ MED. EXP. (Any one person): \$ PERSONAL & ADV. INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMP. AGG.: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED SCHEDULED AUTO AUTOS LEASED NON-OWNED AUTO AUTO ADDITIONAL		756 3228-E23-591	02/23/2019	08/23/2019	COMBINED SINGLE LIMIT (if a accident): \$ BODILY INJURY (Per person): \$ 500,000 BODILY INJURY (Per accident): \$ 500,000 PROPERTY DAMAGE (Per accident): \$ 100,000
			C16 0836-F28-598	05/28/2019	11/28/2019	
			D88 0514-F29-598	12/29/2019	06/29/2019	
	<input type="checkbox"/> UMBRELLA LIAB. OCCUR <input type="checkbox"/> EXCESS LIAB. CLAIMS-MADE					EACH OCCURRENCE: \$ AGGREGATE: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFF. MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE: \$ PER ACCIDENT: \$ DISEASE - EA EMPLOYEE: \$ DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured
City of Okeechobee
55 SE 3rd Ave
Okeechobee, FL 34974

CERTIFICATE HOLDER City of Okeechobee 55 SE 3rd Ave Okeechobee, FL 34974	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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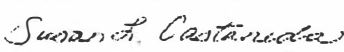
PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	CONTACT NAME:	
	PHONE (877) 287-1312 (A/C, No, Ext):	FAX (888) 443-6117 (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : The Twin City Fire Insurance Company		29459
INSURED ICS COMPUTERS INC 403 S PARROTT AVE OKEECHOBEE FL 34974-4342	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NI/A	76 WEG PT5210	03/12/2019	03/12/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE -EA EMPLOYEE \$1,000,000 EL DISEASE -POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form S50008 attached to this policy.

CERTIFICATE HOLDER The City Of Okeechobee 55 SE 3RD AVE OKEECHOBEE FL 34974-2003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CHARTIER, RICK
(863)467-9090

CITY OF OKEECHOBEE
BUSINESS TAX RECEIPT

55 SE 3rd Avenue, Okeechobee, FL 34974

OCTOBER 1, 2018 - SEPTEMBER 30, 2019

No: 178

Date: 1/10/19

Address: 403 S PARROTT AVENUE
OKEECHOBEE, FL 34974
Activity: 819 REPAIR SERVICE - MISC

Issued to: ICS COMPUTERS
CHARTIER, RICK
403 S PARROTT AVENUE
OKEECHOBEE, FL 34974

B



RECEIPT	36.75
PENALTY	9.19
APP/TRAN	
BLDG INSP	
FIRE INSP	
Total Paid	45.94

Kim Barnes

BUSINESS TAX RECEIPT OFFICIAL

CHARTIER, RICK
(863)467-9090

CITY OF OKEECHOBEE
BUSINESS TAX RECEIPT

55 SE 3rd Avenue, Okeechobee, FL 34974

OCTOBER 1, 2018 - SEPTEMBER 30, 2019

No: 178

Date: 1/10/19

Address: 403 S PARROTT AVENUE
OKEECHOBEE, FL 34974
Activity: 502 RETAIL SALES - NOT PRIMARY

Issued to: ICS COMPUTERS
CHARTIER, RICK
403 S PARROTT AVENUE
OKEECHOBEE, FL 34974

B



RECEIPT	26.25
PENALTY	6.56
APP/TRAN	
BLDG INSP	
FIRE INSP	
Total Paid	32.81

Kim Barnes

BUSINESS TAX RECEIPT OFFICIAL



City of Okeechobee

Office of the City Clerk

May 13, 2019

Mr. Rick Chartier
ICS Computers, Inc.
403 South Parrott Avenue
Okeechobee, Florida 34974

RE: Information Technology Services Contract FIN 01-32-03-19

Dear Mr. Chartier:

The Contract for Information Technology Services was approved by the Mayor and City Council at the May 7, 2019, Regular Meeting. Enclosed, please find your original copy of the fully executed Contract. As soon as the May 7, 2019, minutes are approved, a copy will be forwarded for your records. Should you require any additional information, please contact my office at lgamiotea@cityofokeechobee.com or (863) 763-3372 ext. 9814. With best regards, I am

Sincerely,

Lane Gamiotea, CMC
City Clerk

Enclosure

LG/bj

E-copy with enclosure: City Administrator Montes De Oca
 Finance Director Riedel



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372

www.cityofokeechobee.com

Office of the City Administrator

Direct Line: 873-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Wes Abney
Monica Clark
Bob Jarriel
Bobby Keefe

April 30, 2021

RE: Administrator Marcos Montes De Oca
Letter of Resignation

Dear City Council, Staff, and Citizens of the City of Okeechobee:

Please find my resignation and corresponding separation agreement for council's consideration attached.

I first want to take the time to thank the City of Okeechobee for allowing me to serve and become one of the leaders in this community. I appreciate the ongoing support over the past almost 6 years. I have reflected over the projects, challenges, and accomplishments we have been able to achieve. We have made Okeechobee truly a greater City, and for that I am proud.

However, it has come to a point where I now must look to the future and embrace other professional pursuits. I will truly miss working as the Administrator for the City of Okeechobee. I will genuinely miss this City Family.

It is my intent to assist the City in finding a replacement and tying up as many loose ends as possible. This resignation would be effective June 18, 2021. Again, I would serve at the pleasure of the council for up to a maximum of 30 days after the effective date of this resignation.

It is my hope I will be able to continue to engage with council and staff and be a resource as needed within the community that I will continue to be part of. I'm only a phone call away.

Sincerely,


Marcos Montes De Oca, P.E.



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Wes Abney
Monica Clark
Bob Jarriel
Bobby Keefe

MEMORANDUM

TO: Mayor Watford and City Council

FROM: John J. Fumero, City Attorney
Carlyn H. Kowalsky, Assistant City Attorney

Re: First Amendment to Fire Services Interlocal Agreement

DATE: May 7, 2021

The City and Okeechobee County executed an Interlocal Agreement on December 18, 2020 whereby the County would begin to provide Fire Services to the City beginning on June 1, 2021. Under the current agreement, the deadline for City firefighters to obtain their paramedic certificate was May 1, 2021. Because a number of firefighters were not on track to meet that deadline, the County has agreed to extend the date to begin providing fire services to the City until August 2, 2021. The proposed amendment to the Interlocal Agreement will allow additional time until June 15, 2021 for City firefighters to meet the county's requirement to obtain a paramedic certificate. The proposed Amendment to the Interlocal Agreement is attached and also extends the date for transferring employees to elect their pension plan. Staff has notified all affected employees of this important development.

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN OKEECHOBEE COUNTY
AND THE CITY OF OKEECHOBEE FOR FIRE SERVICES**

This First Amendment to Interlocal Agreement (“Amendment”) is made and entered into by and between Okeechobee County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”) and the City of Okeechobee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, by and through its City Council (“City”).

WITNESSETH

WHEREAS, effective December 18, 2020, pursuant to Section 163.01, Florida Statutes, the City and the County entered into that certain Interlocal Agreement between Okeechobee County and the City of Okeechobee for Fire Services (“Interlocal Agreement”), recorded at File No. 2020012508 of the Official Records of Okeechobee County, Florida; and

WHEREAS, the City and the County find it mutually advisable to amend the Interlocal Agreement to adjust the Commencement Date of Services, to adjust other dates related thereto, and to make such other amendments as re set forth herein; and

WHEREAS, for purposes of this Amendment, underlined type shall constitute additions to the original text of the Interlocal Agreement, and ~~strikethrough~~ shall constitute deletions to the original text of the Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, and for other good and value consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto mutually agree as follows:

Section 1. Section 3 of the Interlocal Agreement is amended as follows:

Section 3. Effective Date and Term. This Interlocal Agreement and any subsequent amendment hereto shall be effective upon signing by both of the parties and recording with the Okeechobee County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes. The provision of Fire Services shall commence at 7:00 ~~8:00~~ a.m. on August 2 ~~June 4~~, 2021, (“Commencement Date of Services”) and end at 7:00 ~~8:00~~ a.m. on October 1, 2026, unless this Agreement is otherwise extended.

Section 2. Section 4 of the Interlocal Agreement is amended as follows:

Section 4. City Payments for Services. In exchange for the County’s provision of the services set forth herein, the City shall pay to County an annual amount equal to the sum of the aggregate assessment amounts for all properties lying within the City boundaries, as calculated utilizing the County’s then current

fire rescue assessment fee structure. The County shall invoice the City and the City shall remit payments to the County on a quarterly basis payable no later than the first day of each calendar quarter. However, on ~~August 2 June 4~~, 2021, the City shall make a prorated payment for the partial fiscal year 2021, and fees for future fiscal years shall be prorated for any partial year if necessary.

Section 3. Section 5 of the Interlocal Agreement is amended as follows:

Section 5. Employees.

- A. As of the Commencement Date of Services, the County shall hire those seven employees listed in **Exhibit A**, who wish to obtain employment with the County at the initial rates of pay and classifications shown in **Exhibit A** upon the terms and conditions set forth below. The County acknowledges that it has conducted all of its internal hiring processes (with the exception of the NFPA compliant pre-employment medical examination, and the pre-employment drug screen) to the County's satisfaction, and that such processes indicate that the employees listed on **Exhibit A** meet the County's hiring requirements as of the date of execution of this Agreement, subject to the requirement that the respective individuals continue to meet such hiring requirements, that the respective individuals successfully complete the NFPA compliant pre-employment medical examination, and the pre-employment drug screen, within 30 days prior to the Commencement Date of Services, and that each respective individual obtain his or her paramedic certification on or before ~~June 15 May 4~~, 2021.

- B. In addition, the County shall also hire up to three City employees as temporary County employees (such positions to be referred to as "Temporary Positions") and the City shall fully fund those positions by additional quarterly payments, subject to the following conditions. In the event one or more of the individuals listed on Exhibit A do not obtain their paramedic certification on or before ~~June 15 May 4~~, 2021, such individuals shall not be hired at the initial rates of pay and classifications shown in **Exhibit A**, but will have priority in the order specified on **Exhibit A** for the Temporary Positions funded by the City. If any Temporary Positions remain available after the individuals listed on **Exhibit A** who need additional time to obtain their paramedic certificate are offered them, the County shall employ in the Temporary Positions those individuals specified in **Exhibit B**, in the order specified therein. The County acknowledges that it has conducted all of its internal hiring processes (with the exception of the NFPA compliant pre-employment medical examination, and the pre-employment drug screen) to the County's satisfaction, and that such processes indicate that the employees listed on **Exhibit B** meet the County's hiring requirements for the Temporary Positions as of the date of execution of this Agreement, subject to the requirement that the respective individuals continue to meet such hiring requirements, and that the respective individuals

successfully complete the NFPA compliant pre-employment medical examination, and the pre-employment drug screen, within 30 days prior to the Commencement Date of Services. For purposes of clarification, if any individuals listed on **Exhibit A** occupy any Temporary Positions, some or all of the individuals listed on **Exhibit B** will not be employed by the County pursuant to the terms of this section.

- C. If within two years after the Commencement Date of Services, any employee occupying a Temporary Position becomes a certified paramedic and a paramedic position becomes available at the County, the County shall offer such position to such employee occupying a Temporary Position, and upon the employee's acceptance thereof, the City shall not thereafter be responsible for fully funding that Temporary Position, and that Temporary Position shall be abolished. Upon the termination of employment of any employee occupying a Temporary Position, the City shall not thereafter be responsible for fully funding that Temporary Position, and that Temporary Position shall be abolished. Upon the second anniversary of the Commencement Date of Services, the City's obligation to fully fund all still-existing Temporary Positions shall terminate, and such still-existing Temporary Positions shall be abolished.
- D. City employees who wish to accept a position with the County's fire department must notify the County no later than January 15, 2021. Those City employees who accept a position with the County are referred to as "Employees" herein. All Employees hired by the County will end their employment with the City on the Commencement Date of Services.
- E. All or part of each Employee's annual leave and medical leave may be transferred to the County, pursuant to the employee's written authorization, upon receipt of payment from the City equal to the value of the transferred annual and medical leave based on pay or compensation as of the Commencement Date of Services up to the maximum allowable hours under the County's collective bargaining agreement with Local #2918 I.A.F.F..
- F. County and City agree that as provided in Section 121.011(3)(b)2., Florida Statutes, and Florida Administrative Code section 60S, each Employee will have the right to select participation in either the Florida Retirement System or to remain in the City Pension Plan, and that each transferred employee's selection is irrevocable. Each employee shall provide his or her selection in writing on or before July 1 ~~May 1~~, 2021, using the form attached as **Exhibit C**.
- G. For all Employees who elect to continue participation in the City Pension Plan, the County agrees to pay to the City Pension Plan the lesser amount of the required employer's annual contribution as determined by the actuary employed by the City Firefighter's Pension Board of Trustees, and as otherwise

provided for by State law, or an amount equal to that which the County would have paid to the Florida Retirement System had such Employee been enrolled in that System. The City agrees to fund the City Firefighters' Pension Fund on the Commencement Date of Services, to the level required to make the fund actuarially sound as of the Commencement Date of Services, and to make appropriate payment(s) in the future, as long as there are participants, in order to maintain the actuarial soundness of the Fund should the County's required contribution pursuant to this Agreement not be sufficient to meet the requirement for actuarial soundness. The aforementioned "required employer's annual contribution" will be based on the level of benefits on the Commencement Date of Services, or the level of benefit in a subsequent year, whichever is less. Nothing herein shall prevent the termination of the City Firefighters' Pension Plan as allowed by Florida Statutes as amended. If the Florida Retirement System increases benefits provided to special risk members of that system, the parties agree to review this section.

Section 4. Preservation of All Other Terms. All other terms of the Interlocal Agreement remain in full force and effect, and are unmodified by this Amendment.

Section 5. Recording of Amendment. This Amendment to the Interlocal Agreement shall be effective upon signing by both of the parties and recording with the Okeechobee County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives.

APPROVED this ____ day of _____ 2021, by the Okeechobee County Board of County Commissioners.

OKEECHOBEE County, a political subdivision of the State of Florida

Attest:

By: _____
Terry W. Burroughs, Chairman
Board of County Commissioners

Jerald D. Bryant, Clerk of the Circuit Court and Comptroller

Approved as to Form and Legality for Okeechobee County:

Wade Vose, County Attorney

APPROVED this ____ day of _____ 2021, by the Okeechobee City Council.

City OF OKEECHOBEE, Florida, a municipal corporation of the State of Florida

Attest:

By: _____
Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

Approved as to Form and Legality for the City of Okeechobee:

John J. Fumero, City Attorney