



**CITY OF OKEECHOBEE
CITY COUNCIL
AUGUST 17, 2021
LIST OF EXHIBITS**

- Exhibit 1 Temporary Street Closing, Movie Night in the Park
- Exhibit 2 Temporary Street Closing, Labor Day Festival
- Exhibit 3 Ordinance No. 1236, Fire Inspection Fees Revision
- Exhibit 4 Resolution No. 2021-06, Adoption of Fire Fee Schedule
- Exhibit 5 Code Enforcement Settlement Proposal Bella Rose Day Spa



**CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974
Tele: 863-763-9821 Fax: 863-763-1686
PARK USE AND/OR TEMPORARY STREET/
SIDEWALK CLOSING
PERMIT APPLICATION**

Date Received:	8/3/2021	Date Issued:	
Application No:	21016	Date(s) & Times of Event:	5 pm - 9 pm
Information:		10-9	11-13
		12-10	2021
		1-8	2-12
		3-5	4-9
			2022
Organization:	Okeechobee MAIN STREET		
Mailing Address:	111 - N.E. 2nd St. Okeechobee, FL		
Contact Name:	MARION Heddesheimer		
E-Mail Address:	info @ okeechobee MAIN STREET.ORG		

Telephone:

Work:	Home:	Cell:	863-532-1757
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Summary of activities: 'Movie Night in the Park'

A FREE OPEN AIR EVENT FOR THE ENJOYMENT OF OUR RESIDENTS AND VISITORS, YOUNG & OLD, BRINGING THEIR OWN CHAIRS & BLANKETS FOR A NIGHT UNDER THE STARS. DRINK & SNACK VENDORS AND PRE-MOVIE KIDS ACTIVITIES WILL BE AVAILABLE.

Proceeds usage:

OKMS is devoted to enhancing downtown Okeechobee as the heart beat of the community AND BRINGING VISITORS & RESIDENTS INTO IT'S CORE AREA.

Please check requested Parks:

Flagler Parks: City Hall Park #1 Memorial Park #2 #3 #4 #5 #6

[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable _____

Parcel ID: _____

TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION
(Street Closings require City Council approval. Meetings 1st & 3rd Tuesdays but subject to change)

Address of Event: 55 S.E. 3RD AVE

Street(s) to be closed: <u>SW 3rd Ave between 70 + SW PARK ST.</u>
Date(s) to be closed: <u>10-9 / 11-13 / 12-10 / 1-8 / 2-12 / 3-5 / 4-9</u>
Time(s) to be closed: <u>5:00 pm to 9 pm</u>
Purpose of Closing: <u>TO SET UP OUTDOOR Movie EVENT</u>

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

* Required if private property used in conjunction with a Park Use application.

** Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

Note:

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Marisa Odeh
Applicant Signature

8-2-21
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	
Building Official:		Date:	
Public Works:		Date:	
Police Department:		Date:	
BTR Department:		Date:	
City Administrator:		Date:	
City Clerk:		Date:	

NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.

Temporary Street and Sidewalk Closing submitted for review by City Council on _____
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved _____
Date



OKEEC29

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/04/2020

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 ISU Lawrence Insurance Agency PO Box 549 Okeechobee, FL 34973 Heath Lawrence	863-467-0600	CONTACT NAME: Heath Lawrence PHONE (A/C, No, Ext): 863-467-0600 FAX (A/C, No): 863-467-5142 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Mt. Vernon Fire Insurance Co		NAIC #
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Directors & Offic GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NBP2552460C	10/25/2020	10/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ inc
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NBP2552460C	10/25/2020	10/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Okeechobee & RE Hamrick Testamentary Trust is included and additional insureds with respect to the General Liability

CERTIFICATE HOLDER

CTYOKEE

City of Okeechobee
 RE Hamrick Testamentary Trust
 55 S.E. 3rd Avenue
 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

APPLICATION FOR SPECIAL EVENT

Application Number: _____ Date Received: _____

NAME OF EVENT: 'Movie In The Park'

ADDRESS OF EVENT: 55 S.E. 3rd Ave Okeechobee, FL

DESCRIPTION OF EVENT: Free Movie night in the Park

NAME OF SPONSOR ORGANIZATION: Okeechobee MAIN STREET
Contact Number before and during event OF RESPONSIBLE PERSON: (863) 532-1757

RESPONSIBLE PERSON'S NAME: MARION Heddesheimer

DATE(S) AND TIME(S) OF EVENT:
Date: SEE Attached Starting Time: 5:00 pm Closing Time: 9:00 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION SW 3rd Ave between 70 + SW Park
Will Emergency Apparatus (Fire and Ambulance) have access to area? yes

IF NO, THEN (provide alternatives):
WILL ELECTRICITY BE USED? YES X NO (circle)

Locations:
Provided By:

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES NO X

Type of Heating Equipment Used:

WILL A TENT BE ERECTED? (circle) YES NO X

Tent Manufacturer: Size fire rating posted:
Tent have sides and how many?

Are there Fire Extinguishers accessible and ready for use? (circle) Yes No

ATTACH SITE MAP OF EVENT LAYOUT
FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)

- Fire safety requirements list including tent size, floor plan, emergency access, fire extinguishers, cooking safety, electrical wiring, fire services inspection, and fire watch/inspector requirements.

FIRE DEPARTMENT OFFICIAL (PRINT):
SIGNATURE: Please call the FD at 863-467-1586 for any questions.

Okeechobee Main Street

Dates for 'Movie in the Park' events:

2021

October 9

November 13

December 10

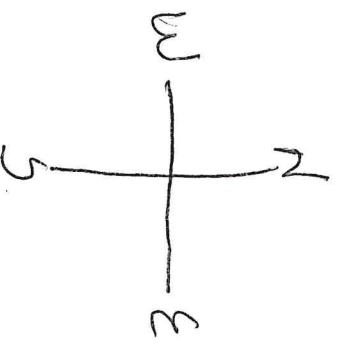
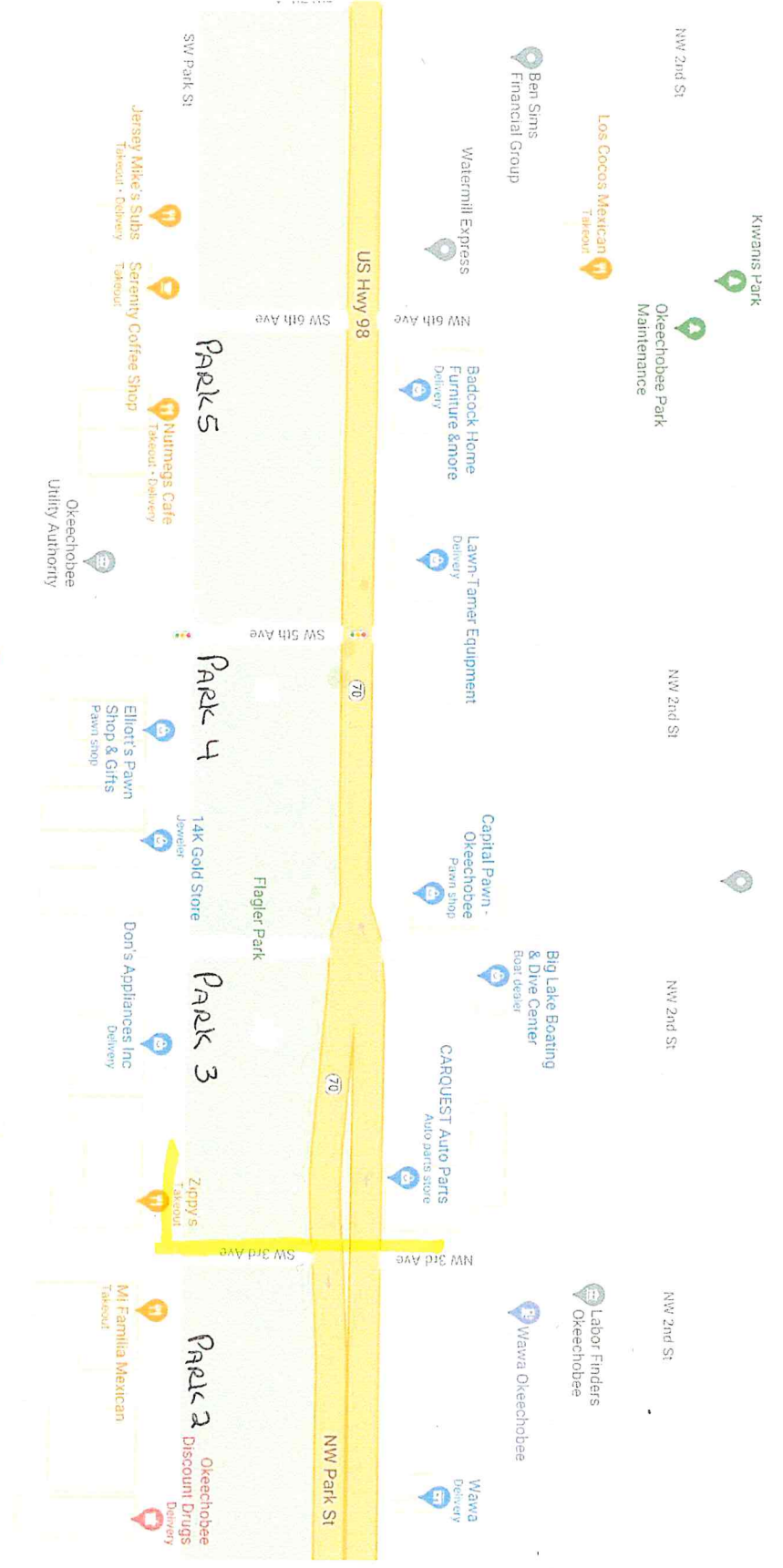
2022

January 8

February 12

March 5

April 9



RESOLUTION NO. 03-8

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA TO ESTABLISH GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; OR THE GENERAL PUBLIC; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR INSURANCE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and


WHEREAS, these functions range from large gatherings which attract many participants, to very small groups, which may or may not cause traffic control problems, and vary in intensity; and

WHEREAS, current regulations require the same liability insurance coverage for any such group authorized to gather in the parks or on city lands, which creates a hardship on the smaller gatherings;

NOW, THEREFORE, be it resolved and adopted by the City Council for the City of Okeechobee, Florida the following resolution:

1. THAT permission for charitable or benevolent organizations, or non profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any permit or permission granted by the Department of General Services for such activities on public lands, such permit shall be also executed by the City Administrator, prior to such event taking place.
3. THAT most applicants for use of parks and public lands are charitable or civic groups, who stage large events and attract many people. However, smaller groups for prayer meetings; weddings; boy and girl scouting; and similar type events are also authorized in parks and in public places, but are also subject to the requirements of Article IV of the City Code.
4. THAT current regulations require the applicant for an event to procure liability insurance in the sum of \$ 1 million; the cost of which is or may be prohibitive for smaller and more informal groups.
5. THEREFORE, for any application wherein it appears to the Department of General Services that the participants thereof may be 100 or fewer persons, the liability insurance requirement shall be waived. The City reserves the right to require the participants to execute a hold harmless agreement, depending upon the nature and impact of the event.


INTRODUCED AND ADOPTED this 5th day of August, 2003.


James. E. Kirk, Mayor

ATTEST:


Lane Gamiolea, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:


John Cook, City Attorney

RESOLUTION NO. 04-03

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA SUPPLEMENTING RESOLUTION NO. 03-08; GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

WHEREAS, these uses change from time to time, and problems arise by certain uses that are not anticipated, but should be the subject of regulation and control by the City of Okeechobee for the safety and welfare of its citizens, and which requires supplementing existing rules as necessary;

NOW THEREFORE, it is 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:

1. THAT permission for charitable or benevolent organizations, or non-profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any authorized use of the public parks or rights-of-way within the City, the following regulations shall be followed, as applicable:
 - a. The organization or permit holder, or their designee, shall be responsible to completely clean up the public area used by the permit, within two days of completion of the event, unless otherwise designated in the permit.
 - b. No trailers unattached to a motor vehicle shall be parked along any street or avenue or public right-of-way, or in a marked parking spot, unless the right-of-way is closed for the event, not otherwise blocked off by the City. No other motor vehicles or trailers will be allowed to park or remain on the Park grounds unless prior written approval is obtained from the City Public Works Director or their designee, or such vehicle or trailer is participating in an event such as a permitted activity or car show. Any motor vehicle or trailer parked in violation of this section may be towed by the City at the owner's expense, who shall be liable for all towing and storage fees.
 - c. Golf carts, 4-wheelers or other vehicles not licensed for use on public rights-of-way, will not be permitted on the Park grounds without prior written approval of the City Public Works Director or their designee.
 - d. Certain events, such as but not limited to parades, or those which draw a large number of people, require significant incurring of costs


by the City, for traffic control, crowd control, fire safety, paramedic service, or general policing, which often requires adding personnel, and incurring overtime labor expense. For any such event, the City may require the organization or permit holder to be responsible for these additional costs, including property or personal injury damages that may occur during the event. There will be a mandatory inspection meeting between the Public Works Director or their designee and a representative from the permit holder prior to and after each event. Any additional expenses as stated above, will be billed to the organization or permit holder, who shall pay such sum to the City.

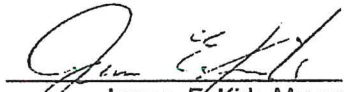
- e. For activities in Flagler Park, the use of generators for power is encouraged, as electric outlets are limited and subject to the right of the City to deny their use. When generators or extension cords are used, the applicant shall cause a U.L. approved extension cord of proper gauge to be safely attached, and routed so as to not interfere with any pedestrian path, or in such area as may pose a risk of harm to the public or other participants.

INTRODUCED AND ADOPTED this 16nd day of March, 2004.



ATTEST:


Larie Gamiotea, City Clerk


James. E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:


John R. Cook, City Attorney



**CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974
Tele: 863-763-9821 Fax: 863-763-1686
PARK USE AND/OR TEMPORARY STREET/
SIDEWALK CLOSING
PERMIT APPLICATION**

Date Received:	8-6-2021	Date Issued:	
Application No:	21-017	Date(s) & Times of Event:	9/5 + 9/6/2021

Information:

Organization:	Okeechobee Main Street, Inc
Mailing Address:	111 NE 2nd St. Okeechobee, FL 34972
Contact Name:	Faith Nielson
E-Mail Address:	faith@OkeechobeeMainStreet.org

Telephone:

Work:	863-357-6246	Home:		Cell:	863-610-2304
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Summary of activities:

Labor Day Festival and Parade. Arts and Crafts vendors, food, fun, and activities for the community with pulled pork, bbq, dinners available. All event to benefit the downtown community of Okeechobee.					

Proceeds usage:

Proceeds for this event go to Okeechobee Main Street, Inc. to go towards the operation and continued efforts to improve our downtown community program area which is the heartbeat of our city.					
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Please check requested Parks:

- Flagler Parks: City Hall Park #1 Memorial Park #2 #3 #4 #5 #6
 [Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable _____
 Parcel ID: _____

TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION
(Street Closings require City Council approval. Meetings 1st & 3rd Tuesdays but subject to change)

Address of Event: Parks 2, 3, & 4 of Magln Park in Okeechobee

Street(s) to be closed:	<u>SW 3rd Ave. and SW 4th Ave</u>
Date(s) to be closed:	<u>Sept. 5 & 6</u>
Time(s) to be closed:	<u>3pm on Sept. 5, 2021 until 10pm on Sept. 6, 2021</u>
Purpose of Closing:	<u>Labour Day Festival & Allow setup of vendors.</u>

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

* Required if private property used in conjunction with a Park Use application.

** Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

Note:

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

CITY OF OKEECHOBEE FIRE DEPARTMENT

APPLICATION FOR SPECIAL EVENT

Application Number: _____ Date Received: _____

NAME OF EVENT: Labor Day Festival

ADDRESS OF EVENT: Flagler Parks #2, 3, & 4

DESCRIPTION OF EVENT: Labor Day Festival with Arts & Crafts, vendors, food & family fun

NAME OF SPONSOR ORGANIZATION: Okeechobee Main Street, Inc

Contact Number before and during event OF RESPONSIBLE PERSON: 863 610-2204

RESPONSIBLE PERSON'S NAME: Faith Nielson

DATE(S) AND TIME(S) OF EVENT:
Date: 9/6/2021 Starting Time: 10:00 am Closing Time: 6:00 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION SW 3rd Ave & SW 4th Ave
Will Emergency Apparatus (Fire and Ambulance) have access to area? yes

IF NO, THEN (provide alternatives): _____
WILL ELECTRICITY BE USED? YES NO (circle)

Locations: _____
Provided By: _____

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES NO
Type of Heating Equipment Used: Charcoal Grill

WILL A TENT BE ERECTED? (circle) YES NO
Tent Manufacturer: _____ Size _____ fire rating posted: _____

Tent have sides and how many? _____
Are there Fire Extinguishers accessible and ready for use? (circle) Yes No

ATTACH SITE MAP OF EVENT LAYOUT
FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

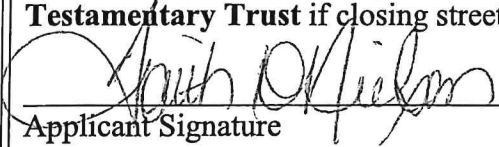
- FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)
Tents/canopy fire rating certificate required.
Tent Size require life safety inspection (900 square feet or less then no permit is required)
Floor plan / seating / setup drawing required showing exits, etc.
Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)
Fire extinguishers must have current tag, and be operational and readily accessible.
Cooking requires LPG outside of tent pointing away from exposures.
Electrical wiring exterior rated, not overloaded.
Fire Services inspection required.
Fire watch or inspector(s) REQUIRED? FIRE WATCH Amount: _____
Firefighter/Inspector Amount: _____ Other: _____

FIRE DEPARTMENT OFFICIAL (PRINT): _____
SIGNATURE: _____

Please call the FD at 863-467-1586 for any questions.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.


Applicant Signature

8/5/2021
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	
Building Official:		Date:	
Public Works:		Date:	
Police Department:		Date:	
BTR Department:		Date:	
City Administrator:		Date:	
City Clerk:		Date:	

NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.

Temporary Street and Sidewalk Closing submitted for review by City Council on _____
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved _____
Date

RESOLUTION NO. 03-8

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA TO ESTABLISH GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; OR THE GENERAL PUBLIC; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR INSURANCE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

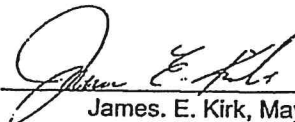
WHEREAS, these functions range from large gatherings which attract many participants, to very small groups, which may or may not cause traffic control problems, and vary in intensity; and

WHEREAS, current regulations require the same liability insurance coverage for any such group authorized to gather in the parks or on city lands, which creates a hardship on the smaller gatherings;

NOW, THEREFORE, be it resolved and adopted by the City Council for the City of Okeechobee, Florida the following resolution:

1. THAT permission for charitable or benevolent organizations, or non profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any permit or permission granted by the Department of General Services for such activities on public lands, such permit shall be also executed by the City Administrator, prior to such event taking place.
3. THAT most applicants for use of parks and public lands are charitable or civic groups, who stage large events and attract many people. However, smaller groups for prayer meetings; weddings; boy and girl scouting; and similar type events are also authorized in parks and in public places, but are also subject to the requirements of Article IV of the City Code.
4. THAT current regulations require the applicant for an event to procure liability insurance in the sum of \$ 1 million; the cost of which is or may be prohibitive for smaller and more informal groups.
5. THEREFORE, for any application wherein it appears to the Department of General Services that the participants thereof may be 100 or fewer persons, the liability insurance requirement shall be waived. The City reserves the right to require the participants to execute a hold harmless agreement, depending upon the nature and impact of the event.

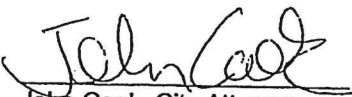
INTRODUCED AND ADOPTED this 5th day of August, 2003.


James. E. Kirk, Mayor

ATTEST:


Lane Gamiotéa, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:


John Cook, City Attorney

RESOLUTION NO. 04-03

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA SUPPLEMENTING RESOLUTION NO. 03-08; GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

WHEREAS, these uses change from time to time, and problems arise by certain uses that are not anticipated, but should be the subject of regulation and control by the City of Okeechobee for the safety and welfare of its citizens, and which requires supplementing existing rules as necessary;

NOW THEREFORE, it is 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:

1. THAT permission for charitable or benevolent organizations, or non-profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any authorized use of the public parks or rights-of-way within the City, the following regulations shall be followed, as applicable:
 - a. The organization or permit holder, or their designee, shall be responsible to completely clean up the public area used by the permit, within two days of completion of the event, unless otherwise designated in the permit.
 - b. No trailers unattached to a motor vehicle shall be parked along any street or avenue or public right-of-way, or in a marked parking spot, unless the right-of-way is closed for the event, not otherwise blocked off by the City. No other motor vehicles or trailers will be allowed to park or remain on the Park grounds unless prior written approval is obtained from the City Public Works Director or their designee, or such vehicle or trailer is participating in an event such as a permitted activity or car show. Any motor vehicle or trailer parked in violation of this section may be towed by the City at the owner's expense, who shall be liable for all towing and storage fees.
 - c. Golf carts, 4-wheelers or other vehicles not licensed for use on public rights-of-way, will not be permitted on the Park grounds without prior written approval of the City Public Works Director or their designee.
 - d. Certain events, such as but not limited to parades, or those which draw a large number of people, require significant incurring of costs

by the City, for traffic control, crowd control, fire safety, paramedic service, or general policing, which often requires adding personnel, and incurring overtime labor expense. For any such event, the City may require the organization or permit holder to be responsible for these additional costs, including property or personal injury damages that may occur during the event. There will be a mandatory inspection meeting between the Public Works Director or their designee and a representative from the permit holder prior to and after each event. Any additional expenses as stated above, will be billed to the organization or permit holder, who shall pay such sum to the City.

- e. For activities in Flagler Park, the use of generators for power is encouraged, as electric outlets are limited and subject to the right of the City to deny their use. When generators or extension cords are used, the applicant shall cause a U.L. approved extension cord of proper gauge to be safely attached, and routed so as to not interfere with any pedestrian path, or in such area as may pose a risk of harm to the public or other participants.

INTRODUCED AND ADOPTED this 16nd day of March, 2004.



ATTEST:

Lane Gamiotea
Lane Gamiotea, City Clerk

James E. Kirk
James. E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John R. Cook
John R. Cook, City Attorney

ORDINANCE NO. 1236

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; REVISING SECTION 2-172 AND CHAPTER 34 OF THE CODE OF ORDINANCES TO REFLECT CHANGES AS A RESULT OF THE CITY ENTERING INTO AN INTERLOCAL AGREEMENT WITH OKEECHOBEE COUNTY TO PROVIDE FIRE SERVICES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida, entered into an interlocal agreement with Okeechobee County on December 1, 2020, and amended on May 18, 2021, whereby beginning on August 2, 2021, the City compensates the County to provide fire protection services within the City (“Interlocal Agreement”); and

WHEREAS, as of August 2, 2021, the City no longer has a fire department, no longer provides fire services within the City, and fire services are provided by Okeechobee County; and

WHEREAS, Subsection 2.B. of the Interlocal Agreement provides that the County shall assume authority and responsibility to enforce the Florida Fire Prevention Code.

NOW THEREFORE, be it ordained by the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; 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: AMENDING CHAPTER 2.

Section 2-172 within Part II of the Code of Ordinances, Chapter 2-Administration, Article III-Departments, Officers and Employees, Division-6 Departments and Officers, for the City of Okeechobee Florida, is hereby amended to the following extent:

Sec. 2-172. - Fire department.

There is hereby created and established a fire department. The head of the department shall be known as the fire officer chief who shall be responsible for fire protection and fire inspections except as otherwise provided in the interlocal agreement with Okeechobee County entered into on December 1, 2020, and amended on May 18, 2021, as required by law. ~~The fire chief shall supervise all employees assigned to the department and shall be responsible for the maintenance of the budlings and equipment needed in the operation of the department.~~ The fire officer chief shall perform such other duties as may be prescribed by the city council.

SECTION 2: CHAPTER 34.

Sections 34-1, 34-32, and 34-33 within Part II of the Code of Ordinances, Chapter 34-Fire Protections and Prevention, Article I-In General and Article II-Fire Prevention, for the City of Okeechobee Florida, is hereby amended to the following extent:

Sec. 34-1. - Fire district.

The city affirms a fire district exists which encompasses the entire incorporated limits of the city. The City entered into an interlocal agreement with Okeechobee County on December 1, 2020, and amended on May 18, 2021, whereby beginning on August 2, 2021, the City compensates the County to provide “Fire Services” within the City fire district (“Interlocal Agreement”). The Interlocal Agreement is hereby incorporated into this ordinance by reference. All regulations, requirements, and matters concerning fire protection and prevention within the City fire district are governed by the Okeechobee County Code of Ordinances pursuant to the Interlocal Agreement and other applicable laws.

~~(a) It is hereby affirmed that one of the primary responsibilities of the government of the city is to provide for the protection of life and property.~~

~~(b) For the purposes stated in subsection (a) of this section, the city affirms a~~

~~fire district exists which encompasses the entire incorporated limits of the city and within this fire district, the city accepts its responsibility for the protection of life and property from fires or other such conflagrations.~~

~~(c) The city's fire department, which has been organized and operating for over seven decades is recognized as the firefighting arm of the city and as the sole lawful department authorized to attack and fight fires and other such conflagrations within the fire district recognized in this section, subject to such written mutual aid agreements as may be authorized by the city council.~~

Sec. 34-32. - Chief designated fire official; duties; police powers.

The fire chief of Okeechobee County ~~the chief~~ is hereby designated as the fire official within the City of Okeechobee pursuant to the Interlocal Agreement between the City and Okeechobee County executed on December 1, 2020. The fire official shall enforce the provisions of this article and all state laws under his jurisdiction, pertaining to the prevention, suppression or extinguishing of fires. The fire official has the powers of a police officer in performing his duties under this article.

Sec. 34-33. - Appeals.

Any person whose application for any permit, under the state fire prevention code or this article, has been refused, or who feels aggravated by any decision or action of the fire official in the enforcement of the fire prevention code or this article may appeal to the magistrate ~~code enforcement board~~ as provided by section 18-33 of this Code.

SECTION 3: CONFLICT. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: SEVERABILITY. That if any clause, section, or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for the First Reading and set for Final Public Hearing on this 17th day of August 2021.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this 7th day of September 2021.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

RESOLUTION NO. 2021-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING RESOLUTION NO. 2018-10, APPENDIX G, TABLE 2, OF THE CODE OF ORDINANCES WHICH ADOPTS THE SCHEDULE OF FEES FOR INSPECTION AND ENFORCEMENT OF FIRE SAFETY CODES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida, entered into an interlocal agreement with Okeechobee County on December 1, 2020, and amended on May 18, 2021, whereby beginning on August 2, 2021, the City compensates the County to provide fire protection services within the City (“Interlocal Agreement”); and

WHEREAS, as of August 2, 2021, the City no longer has a fire department, no longer provides fire services within the City, and fire services are provided by Okeechobee County ; and

WHEREAS, Subsection 2.B. of the Interlocal Agreement provides that the County shall assume authority and responsibility to enforce the Florida Fire Prevention Code; and

WHEREAS, Subsection 2.B. of the Interlocal Agreement also provides that the City will adopt the fee schedule adopted by the County for services provided by the County within the City boundaries; and

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: The City of Okeechobee, Florida hereby adopts this Resolution to amend Appendix G, Table 2 as attached hereto as Exhibit A. The schedule of fees shall be incorporated into Code of Ordinances Appendix G as originally adopted by Resolution No. 2009-06 and amended by Resolution No. 2018-10.

SECTION 2: Effective Date. This Resolution shall take effect upon its adoption.

INTRODUCED AND ADOPTED in Regular Session this 17th day of August 2021.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John Fumero, City Attorney

RESOLUTION NO. 2021-06 EXHIBIT A

TABLE 2 PLANS REVIEW AND INSPECTION FEES

The City entered into an interlocal agreement with Okeechobee County on December 1, 2020, and amended on May 18, 2021, whereby beginning on August 2, 2021, the City compensates the County to provide "Fire Services" within the City fire district ("Interlocal Agreement"). The Interlocal Agreement is hereby incorporated into this ordinance by reference. Fees to obtain permits and/or services, as provided for in the City of Okeechobee Chapter 34, and as provided for in the most recent edition of the Florida Fire Prevention Code and Florida Statutes shall be those fees established by Okeechobee County and revised from time to time by a resolution of the Board of County Commissioners pursuant to Chapter 52, Article VII of the Okeechobee County, Florida Code of Ordinances, entitled Fire Rescue Department User Fees.

~~The following fees shall be charged, and collected to obtain permits and/or services listed below, as provided for in the City of Okeechobee Chapter 34, and as provided for in the most recent edition of the Florida Fire Prevention Code and Florida Statutes. These fees may be reviewed annually with recommendations for modification being made by the fire chief to the city administrator.~~

~~The following are plans review and inspection fees. Fees are based on square footage and include inspections, unless otherwise noted. Fees subject to change without notice.~~

Review or Inspection	Fee
PLANS REVIEW FEES:	
Site plan review: Under 10,000 square feet OR less than 10 Units	\$100.00
Site plan review: 10,000 to 24,999 square feet OR 10 to 24 Units	200.00
Site plan review: 25,000 square feet or greater OR 25 units or more	300.00
Life Safety Plan Review: New construction/ renovations/additions	0.05 per square foot
Fire Protection Systems & Miscellaneous Plan Review: Fire sprinkler head	125.00 per system plus \$0.50 per sprinkler head
Fire Protection Systems & Miscellaneous Plan Review: Standpipe systems	100.00 per riser
Fire Protection Systems & Miscellaneous Plan Review: Fire alarm systems	100.00 per panel plus \$0.50 per device
Fire Protection Systems & Miscellaneous Plan Review: Fire suppression/ventilation systems (cooking)	125.00 per system plus \$0.50 per nozzle
Fire Protection Systems & Miscellaneous Plan Review: Fire suppression/Ventilation systems (paint booth)	150.00 per booth
Emergency generator	50.00 per generator
Fuel storage tanks, underground installation	100.00 per installation
Fuel storage tanks, removal	50.00 per tank
Fuel storage tanks, above ground installation	75.00 per installation
Fire pumps, wells, or tanks	150.00 per pump
Fire line (underground)	75.00 per line

Review or Inspection	Fee
Plan Review Revision Fees (Any plans returned for revisions or corrections)	50.00 per hour (1-hour minimum charge)
FIRE ALARM (UNNECESSARY/FALSE ALARMS):	
1 to 3 (occurrences within a continuous 12-month period)	Offending location shall receive written warnings
4 to 7 (occurrences within a continuous 12-month period)	Offending location shall be charged a fee of \$100.00 per event
8 or more (occurrences within a continuous 12-month period)	Offending location shall be charged \$250.00 per event
INSPECTION (CONSTRUCTION):	
Initial Fire inspection and 1st re-inspection	Free (included with plans review fees)
2nd re-inspection	50.00
3rd re-inspection	75.00
4th and additional re-inspections	Doubles last fee
Flammable/Combustible Liquids Storage	50.00
After hours/weekend inspections	50.00 per hour (4 hours minimum charge)
All construction re-inspection and after hours/weekend inspection fees shall be paid prior to inspection being conducted.	
ANNUAL/PERIODIC LIFE SAFETY INSPECTIONS:	
Initial inspection	25.00 per 5,000 square feet
1st re-inspection	50.00
2nd re-inspection and more	Doubles last fee
FIRE AND LIFE SAFETY INSPECTION FEES FOR BUSINESS TAX RECEIPTS:	
BTR'S (formerly known as occupational license) are based on square footage. This applies to all commercial, industrial, and residential properties conducting business in the City of Okeechobee. One re-inspection is included to check for code compliance.	
COMMERCIAL:	
Up to 5,000 square feet (minimum fee)	15.00
5,001 to 10,000 gross square feet	30.00
10,001 to 15,000 gross square feet	45.00
15,001 to 20,000 gross square feet	100.00
20,001 gross square feet and over	15.00 per every 5,000 square feet or portion thereof over 20,000
Residential daycares/ALF/AFCH/group homes	10.00
Residential foster homes	5.00
Residential home office	10.00

Review or Inspection	Fee
If additional re-inspections are necessary the following fees apply:	
1st Re-inspection	15.00
2nd Re-inspection	30.00
3rd Re-inspection	45.00
4th Re-inspection or more	100.00
SYSTEMS TESTING AND INSPECTIONS DUE TO MALFUNCTIONS AND/OR REPAIRS AND MISCELLANEOUS:	
The following fees shall be assessed to inspections conducted in order to either re-certify systems or other miscellaneous inspections and/or tests required or requested. Fees shall be paid prior to the service/inspection being conducted.	
Fire sprinkler systems/hydrostatic test	60.00 per system
Fire alarm system test	80.00 per system
Cooking hood/paint booth fire suppression/ventilation systems	80.00 per system
Emergency generator/fire pump test	80.00 per unit
Fire watch fee (utilizing a firefighter for fire watch)	Actual overtime hourly rate
MISCELLANEOUS/TEMPORARY USE OF SPECIAL PERMITS:	
The following permit fees are for miscellaneous services and/or use permits. The handling of materials and/or hazardous operations not specified by name or category shall include all operations and/or material as listed in Table 1.12.19A(a) in NFPA 1 and shall be assessed as a fee of \$50.00 per operation and/or material storage/handling. If more than three operations/uses are performed at the occupancy, the maximum fee shall be \$150.00.	
Amusement parks (includes fairs, carnivals, and festivals)	150.00
Fireworks: (Public displays/Sales)	100.00 per display
Burn permits:	100.00
Open burning permit for rural and commercial land clearing special	No charge for campfires and bonfires



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

To: City Council

From: Chief Robert Peterson and Assistant Chief Donald Hagan

Subject: Code enforcement case settlement proposal regarding Bella Rose Day Spa

Date: August 10, 2021

Following a code enforcement hearing, the City recorded a lien/order issued by the magistrate. After the City recorded the lien, the property owner timely filed an appeal of the magistrate's order with the Circuit Court. The property is now in compliance. The City staff, through the City attorney and the attorney for the property owner have negotiated a settlement of the lien/order with the purpose of avoiding legal fees and costs of an appeal. The proposed settlement amount is \$4,500 and will cover the City's attorneys' fees and costs.

A copy of the proposed Settlement Agreement is attached.

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE, COUNTY, FLORIDA

BELLA ROSE DAY SPA & SALON, LLC,
a/b/a BELLA ROSE DAY SPA,

Respondent/Appellant,

CASE NO.: 2021-AP-100
LOWER CASE NO.: 200312003

v.

CITY OF OKEECHOBEE, FLORIDA, a
municipal corporation existing under the laws
of the State of Florida,

Petitioner, Appellee.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is deemed made and entered into on August , 2021, by and between the parties, CITY OF OKEECHOBEE, FLORIDA (“City”), BELLA ROSE DAY SPA & SALON, LLC d/b/a BELLA ROSE DAY SPA (“Bella Rose”) (collectively the City and Bella Rose are the “Parties”), in Okeechobee County, Florida.

WITNESSETH

WHEREAS, this Agreement concerns the property owned by Bella Rose located at 311 N.E. 2nd Street, Okeechobee, Florida 34972 (“Property”); and

WHEREAS, the Special Magistrate conducted a hearing in Case No. 200312003 relative to the Property on March 9, 2021 resulting in a Report and Recommendation to the City Council of Okeechobee (“Recommendation”) which recommended that Bella Rose’s fines of \$14,600.00 be reduced by fifty percent together with applicable administrative fees; and,

WHEREAS, at the April 20, 2021 City Council Meeting, the City approved the Special Magistrate’s Recommendation against Bella Rose which thereafter filed its Notice of Appeal to the Nineteenth Judicial Circuit in and for Okeechobee County, Florida on May 19, 2021; and,

WHEREAS, the Parties mutually desire to resolve their differences by entering into this Agreement and believes that this Agreement is fair and reasonable, and each has assented freely and voluntarily to all of its terms without pressure, duress or coercion.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and for other good and valuable considerations each to the other given, receipt and sufficiency of which is acknowledged, it is mutually covenanted, promised and agreed as follows:

1. **RECITALS**. The above recitals are true and correct and are incorporated in their entirety by reference into this Agreement.

2. **ADEQUACY OF CONSIDERATION**. The consideration for this Agreement is the mutual benefits obtained by the Parties and the promises made by each to the other. The Parties admit the adequacy of consideration for this Agreement.

3. **REPRESENTATION BY COUNSEL**. Each party has had the opportunity to be represented by independent legal counsel of their own selection in the negotiation of this Agreement. The City is represented by R. Gregory Hyden, Esq. and Bella Rose is represented by Donn S. Dutton, Esq. The Parties understand the facts and terms of this Agreement and have had adequate opportunity to become fully informed as to their legal rights and obligations and each is signing this Agreement intending to be bound by it.

4. **REMEDICATION OF THE PROPERTY**. As of the date of this Agreement, Bella Rose has fully remediated the property and it is in compliance with the City's Code of Ordinances.

5. **SETTLEMENT SUM**. The Parties acknowledge and agree that the Bella Rose shall pay the City the sum of \$4,500.00 ("Settlement Sum") as and for its settlement of the accumulated fines and administrative costs inclusive of attorney's fees incurred in this action.

Settlement Sum shall be paid by certified funds no later than August [REDACTED], 2021. If the Settlement Sum is not received by that date, this Agreement is deemed null and void.

6. **FUTURE NON-COMPLIANCE.** Bella Rose agrees that the Property shall remain in compliance during their period of ownership. The Parties acknowledge and agree that should the City issue a Notice of Violation relative to the property, Bella Rose shall remediate the property in no less than 24 hours from the date of receipt of the Notice of Violation.

7. **MUTUAL REPRESENTATIONS.** The Parties represent to each other that each understands and agrees that this Agreement constitutes the entire contract of the Parties. It supersedes any prior understanding or oral agreements between them. Thus, any addendum modification or waiver of any of the terms of this Agreement shall not be effective unless it is expressed in an instrument of equal dignity by the Parties.

8. **BENEFIT.** All of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties, unless otherwise stated herein.

9. **JURISDICTION AND VENUE.** Florida law shall govern the validity, construction, interpretation and effect of this Agreement. The Parties agree that the courts of competent jurisdiction sitting in the Circuit Court of the Nineteenth Judicial Circuit, in and for Okeechobee County, Florida shall have exclusive jurisdiction in any suit by the Parties to enforce their rights hereunder, and that venue is proper in that court.

10. **COUNTERPARTS.** This Agreement may be signed in one counterpart signature or more counterparts each of which, when executed with the same formality and the same manner as the original, shall constitute an original.

11. **FAILURE TO ENFORCE.** Each of the provisions of this Agreement are separate and independent of one another. Either party may insist upon the waiver of or the right of any party to compel performance of another provision of this Agreement.

If any provision of this Agreement is held by a Court of competent jurisdiction to be valid or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. However, the Court having jurisdiction may adjust the equities herein to accomplish the intent of the Parties as to any provision held invalid or unenforceable.

12. **SEVERABILITY.** Each of the provisions of this Agreement are separate and independent of one another. Either party may insist upon the enforcement of any provision of this Agreement without insistence upon the waiver of or the right of any party to compel performance of another provision of this Agreement. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. However, the Court having jurisdiction may adjust the equities herein to accomplish the intent of the Parties as to any provision held invalid or unenforceable.

13. **SURVIVAL.** Any and all of the terms and provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in force and effect indefinitely.

14. **ENFORCEMENT OF AGREEMENT.** The Circuit Court having jurisdiction over this cause shall retain jurisdiction to enforce all of the terms and provisions of this Agreement and the Final Judgment in this cause shall contain an express provision for the Court to retain jurisdiction for that purpose.

15. **ENTIRE AGREEMENT.** The parties acknowledge that this Agreement contains the full and complete agreement between and among them, and that there are no oral or implied agreements or understandings not specifically set forth herein. Each party acknowledges that no other party, or attorney of any other party, or any person, firm, corporation or any other entity has made any promise, representation, or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement.

16. **MODIFICATION.** The parties agree that no modifications of this Agreement may be made unless expressly agreed to in writing by the Parties.

17. **PARAGRAPH HEADINGS.** The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference, and the parties recognize and agree that these headings may not adequately or accurately describe the contents of the paragraphs which they head. Such headings shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.

IN WITNESS WHEREOF, the parties hereto have personally executed this Agreement or have caused this Agreement to be executed by a duly authorized officer and/or agent.

DATED: _____

DATED: _____

BELLA ROSE DAY SPA & SALON, LLC
Print Name: _____
Its: _____

DONN S. DUTTON, ESQ., Counsel for
Bella Rose Day Spa & Salon, LLC

DATED: _____

DATED: _____

CITY OF OKEECHOBEE, FLORIDA

R. GREGORY HYDEN, ESQ., Counsel for
City