



**CITY OF OKEECHOBEE**  
**CITY COUNCIL**  
**NOVEMBER 17, 2020**  
**LIST OF EXHIBITS**

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Warrant Register	October 2020
Exhibit 1	Purchase of two 2021 Dodge Charger Police Cars
Exhibit 2	Okeechobee Economic Development Corporation Invoice
Exhibit 3	Temporary Street Closing – Christmas Festival and Parade
Exhibit 4	Proposed Ordinance 1218 – LDR Text Amendment
Exhibit 5	Proposed Ordinance 1219 – LDR Text Amendment
Exhibit 6	TCMA Addendum No. 4 to Agreement
Exhibit 7	Animal Control Services Agreement
Exhibit 8	CSX Maintenance Agreement for Installation of Traffic Signal
Exhibit 9	Verizon Service Contract – Wifi Hotspots
Exhibit 10	End of Year Budget Amendment

**City of Okeechobee  
Check Register**

Check Dates 10/01/20 thru 10/31/20, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
42194	10/07/20	439.58	PAYR	City Of Okeechobee Payroll Account	
42195	10/07/20	125,589.28	PAYR	City Of Okeechobee Payroll Account	
42196	10/08/20	440.07	DBPR	Building Code Administrators and	
42197	10/08/20	367.19	DCA	Florida Building Commission	
42198	10/09/20	325.25	ADVANCE	Advance Auto Parts	
42199	10/09/20	490.25	AUTO SUP	Auto Supply of Okeechobee, Inc.	
42200	10/09/20	656.29	AVENU	Avenu	
42201	10/09/20	1,110.98	C&C	C&C Industrial Enterprise, LLC	
42202	10/09/20	39.25	CITTECH	CIT Technology Finance Service, Inc.	
42203	10/09/20	100.00	CHAK	Charles Akers Jr	
42204	10/09/20	113.28	COMCAST	Comcast	
42205	10/09/20	48.93	COMCAST	Comcast	
42206	10/09/20	862.92	FEINTL	Federal Eastern International, Inc.	
42207	10/09/20	36.00	FIR	Fire Engineering	
42208	10/09/20	300.00	FITN	Fitness Factory	
42209	10/09/20	105.56	FPU	Florida Public Utilities	
42210	10/09/20	117.54	GILOUT	Gilbert Outdoors	
42211	10/09/20	35.00	HPC	Highland Pest Control	
42212	10/09/20	2,179.95	ICS	ICS Computers Inc.	
42213	10/09/20	200.00	JONA	Jonatan Morraz	
42214	10/09/20	150.00	LUNA	Luna Window Tint	
42215	10/09/20	635.22	MES	Municipal Emergency Services	
42216	10/09/20	133.89	OREI	O'Reilly Auto Parts	
42217	10/09/20	68,157.90	PRMG1	PRM - Health Insurance	
42218	10/09/20	1,830.86	PRMG3	PRM - Life, LTD & STD	
42219	10/09/20	2,779.27	PRMG3	PRM - Life, LTD & STD	
42220	10/09/20	2,537.34	PRMG2	PRM - Vision & Dental	
42221	10/09/20	420.38	STATE FL	State of Florida Disbursement Unit	
42222	10/09/20	99.34	SUPP	Supplyline	
42223	10/09/20	22.59	TUPS	The UPS Store #5684	
42224	10/09/20	170.00	THRE	Thread Works Embroidery, LLC	
42225	10/09/20	579.96	TIZO	Tire Zone of Okeechobee, Inc.	
42226	10/09/20	1,930.90	TRS	Total Roadside Services, Inc.	
42227	10/09/20	1,000.00	POST	US Postal SVC/Neopost Postage On Call	
42228	10/09/20	375.60	VERI	Verizon Wireless	
42229	10/09/20	19.98	W&WL	W & W Lumber Company of Okeechobee	
42230	10/09/20	4,360.10	WEXB	WEX Bank	
42231	10/09/20	31,678.71	WAST	Waste Management Inc. of Florida	
42232	10/09/20	458.92	PAYR	City Of Okeechobee Payroll Account	
42233	10/16/20	65.00	A&E	A & E Customs	
42234	10/16/20	101.45	AMERD	American Drilling Services, Inc.	
42235	10/16/20	2,388.00	ARCHIVE	ArchiveSocial, Inc.	
42236	10/16/20	2,303.86	CASGSLLC	CAS Governmental Services, LLC	
42237	10/16/20	227.58	CITTECH	CIT Technology Finance Service, Inc.	
42238	10/16/20	139.64	COMCAST	Comcast	
42239	10/16/20	797.00	FLOC	Florida League Of Cities	
42240	10/16/20	28.97	HOME	Home Depot Credit Services	
42241	10/16/20	79.00	ICS	ICS Computers Inc.	
42242	10/16/20	4,130.00	LARU	LaRue Planning & Mngmnt Services, Inc.	



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Check Register**

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Number	Date	Amount	Vendor	Payee	Voided
42243	10/16/20	2,566.66	OKEENEWS	Okeechobee News c/o Independent Newspaper	
42244	10/16/20	29.92	SPI	Safety Products Inc.	
42245	10/16/20	167.28	TR	Thomson Reuters	
42246	10/16/20	918.96	TRS	Total Roadside Services, Inc.	
42247	10/16/20	100.00	TRANSU	TransUnion Risk & Alternative Data	
42248	10/16/20	45.00	TCMA	Treasure Coast Medical Associates	
42249	10/16/20	80.14	VERI	Verizon Wireless	
42250	10/16/20	7.99	W&WL	W & W Lumber Company of Okeechobee	
42251	10/16/20	2,098.00	WRM	World Risk Management	
42252	10/21/20	131,561.48	PAYR	City Of Okeechobee Payroll Account	
42253	10/23/20	93.80	BRIT	Brite Computers	
42254	10/23/20	85.44	CITTECH	CIT Technology Finance Service, Inc.	
42255	10/23/20	134.64	COMCAST	Comcast	
42256	10/23/20	35.00	DOUG	Douglas McCoy	
42257	10/23/20	1,895.71	EMRE	Emergency Reporting	
42258	10/23/20	550.00	FLSC	Florida State College at Jacksonville	
42259	10/23/20	337.12	GATEHOU	GateHouse West Palm Beach	
42260	10/23/20	510.95	ICS	ICS Computers Inc.	
42261	10/23/20	35.00	JAMESHA	James Shaw	
42262	10/23/20	35.00	JOEPAP	Joseph Papasso	
42263	10/23/20	35.00	KARB	Karyne Brass	
42264	10/23/20	137.24	LAWM	Lawmen's & Shooters' Supply, Inc.	
42265	10/23/20	200.00	MD	Mark Dupree	
42266	10/23/20	600.00	MAPA	Michael Adelberg, PA	
42267	10/23/20	1,345.50	FIRECODE	National Fire Codes	
42268	10/23/20	240.00	OKFI	Okeechobee Fitness Center	
42269	10/23/20	982.79	OUA	Okeechobee Utility Authority	
42270	10/23/20	35.00	PHBA	Philip Baughman	
42271	10/23/20	35.00	RICHARD	Richard Chartier	
42272	10/23/20	145.98	SATC	Salem Trust Company	
42273	10/23/20	35.78	SATC	Salem Trust Company	
42274	10/23/20	200.54	SPRINT	Sprint	
42275	10/23/20	420.38	STATE FL	State of Florida Disbursement Unit	
42276	10/23/20	25.00	SUP	Superior Water Works, Inc.	
42277	10/23/20	329.70	SUPP	Supplyline	
42278	10/23/20	826.25	THE FIRE	The Firefly Group	
42279	10/23/20	400.00	THOMAS	Thomas Ardito	
42280	10/23/20	114.00	THRE	Thread Works Embroidery, LLC	
42281	10/23/20	84.36	TIZO	Tire Zone of Okeechobee, Inc.	
42282	10/23/20	147.14	TCMA	Treasure Coast Medical Associates	
42283	10/23/20	200.00	TRNE	Trevor Nelson	
42284	10/23/20	100.00	TYLERST	Tyler Stahl	
42285	10/23/20	234.79	USB	US Bank Equipment Finance	
42286	10/23/20	263.44	WALMART	Walmart Community/SYNCB	
42287	10/30/20	26.50	ARS	ARS Powersports	
42288	10/30/20	98.48	ADVANCE	Advance Auto Parts	
42289	10/30/20	563.96	AFLAC	American Family Life Assurance Co.	
42290	10/30/20	152.46	APEXOPI	Apex Office Products, Inc	
42291	10/30/20	55.97	CITTECH	CIT Technology Finance Service, Inc.	



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Number	Date	Amount	Vendor	Payee	Voided
42292	10/30/20	172.13	CITTECH	CIT Technology Finance Service, Inc.	
42293	10/30/20	4,200.00	CRI	Carr, Riggs & Ingram, LLC	
42294	10/30/20	2,233.42	CL LOCAL	CenturyLink	
42295	10/30/20	171.41	EMCN	EMC National Life Company	
42296	10/30/20	2,604.57	FPL	Florida Power & Light Company	
42297	10/30/20	561.32	FUCF	Florida Unemployment Comp. Fund	
42298	10/30/20	15.07	GILOUT	Gilbert Outdoors	
42299	10/30/20	4,010.00	GLAD	Glades Air Conditioning	
42300	10/30/20	792.00	HARRIS	Harris Corporation	
42301	10/30/20	5,250.00	JCNEW	JC Newell Const. Inspect. Services, Inc.	
42302	10/30/20	30.90	LEGAL SH	LegalShield	
42303	10/30/20	238.41	LIBERTY	Liberty National Life Ins. Co.	
42304	10/30/20	12,768.00	LIFT	LiftOff, LLC	
42305	10/30/20	93.63	MCKESSON	McKesson Medical-Surgical Government	
42306	10/30/20	131.90	OKAR	Okeechobee Army Surplus	
42307	10/30/20	83,197.00	PRM	PRM - Property & Casualty	
42308	10/30/20	233.34	PF&PO	Prof. Firefighters & Paramedics of Okee	
42309	10/30/20	12,027.71	SATC	Salem Trust Company	
42310	10/30/20	1,811.28	SQC	Scott's Quality Cleaning	
42311	10/30/20	330.00	SUPP	Supplyline	
42312	10/30/20	81.66	TAYR	Taylor Rental - Okeechobee	
42313	10/30/20	2,690.00	TCMA	Treasure Coast Medical Associates	
42314	10/30/20	1,000.00	POST	US Postal SVC/Neopost Postage On Call	
42315	10/30/20	349.18	UNFC	UniFirst Corp	
42316	10/30/20	30.00	UNWA	United Way	
42317	10/30/20	2,130.00	VANT ICM	Vantage Transfer Agents - 457	
42318	10/30/20	99.55	W&WL	W & W Lumber Company of Okeechobee	
Total Printed			125	Checks	547,734.61



**City of Okeechobee**  
**Check Register**

Check Dates 10/01/20 thru 10/31/20, Cash Account 301-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
3264	10/09/20	93,617.20	CWROBERT	DW Roberts Contracting, Inc.	
3265	10/16/20	1,350.00	KWTR	KW Tree Service	
3266	10/16/20	6.99	W&WL	W & W Lumber Company of Okeechobee	
3267	10/23/20	4,870.98	FPL	Florida Power & Light Company	
3268	10/30/20	585.96	DIAMONDR	Diamond R Fertilizer Co., Inc.	
3269	10/30/20	780.00	SPI	Safety Products Inc.	
3270	10/30/20	469.90	TAYR	Taylor Rental - Okeechobee	
3271	10/30/20	1,642.00	UNITREN	United Rentals	
Total Printed			8	Checks	103,323.03





Run: 11/02/20  
3:38PM

Page: 1

**City of Okeechobee**  
**Check Register**

Check Dates 10/01/20 thru 10/31/20, Cash Account 304-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
1817	10/09/20	24,002.80	ALANJAY	Alan Jay Fleet Sales	
1818	10/16/20	84.85	CSTC	Celeste Watford Tax Collector	
1819	10/16/20	2,603.74	GLOBALPU	Global Public Safety	
1820	10/30/20	24,002.80	ALANJAY	Alan Jay Fleet Sales	
1821	10/30/20	5,553.58	SHI	SHI International	
Total Printed			5	Checks	56,247.77





**PURCHASE REQUISITION**  
 CITY OF OKEECHOBEE  
 55 S.E. Third Avenue  
 Okeechobee, FL 34974-2903  
 Tel: 863-763-3372  
 Fax: 863-763-1686

Req. No. \_\_\_\_\_ 16825

**Important: This number must be shown on all invoices, packages, cases, tickets and correspondence.**

**TO:**  
 OKEECHOBEE DODGE  
 4224 U.S. HWY 441 SOUTH  
 OKEECHOBEE, FLORIDA 34974

**SHIP TO:**  
 City of Okeechobee - Police Dept.  
 50 SE 2nd Avenue  
 Okeechobee, FL 34974

**INVOICE IN DUPLICATE:**

THIS ORDER SUBJECT TO CONDITIONS ON FACE.  
 NO CHANGES MAY BE MADE WITHOUT WRITTEN  
 PERMISSION OF PROCUREMENT MANAGEMENT.

DATE	VENDOR NO.	DELIVERY DATE	SHIP VIA BEST WAY	F.O.B. DEST.	TERMS	
11/6/2020						
ITEM NO	ACCT. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT	AMOUNT
1	304-549-6400	2		2021 DODGE CHARGER POLICE PACKAGE CARS W/ LED SPOT LAMPS	25757	\$51,514.00
				TOTAL		\$51,514.00

CITY OF OKEECHOBEE IS EXEMPT FROM FEDERAL EXCISE AND TRANSPORTATION TAXES AND STATE SALES TAX. DO NOT INCLUDE THESE TAXES IN YOUR INVOICE. EXEMPTION CERTIFICATE WILL BE SIGNED UPON REQUEST.  
 STATE SALES TAX EXEMPTION NO. 85-8012621656C-6  
 FEDERAL I.D. NO 59-60000-393

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE

SEE QUOTES ATTACHED

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PARTIAL

FINAL



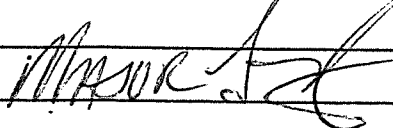
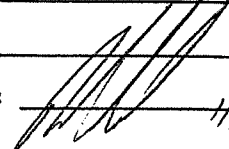
# City of Okeechobee

## Telephone Quotation

DEPT. <i>Police</i>	DATE <i>11-6-20</i>	REQ. DEL. DATE	REQU. NO.
CONTACT / SALES PERSON		<i>Okeechobee Dodge</i>	<i>Alan Dyer Fleet Sales N/A</i>
SUPPLIER / VENDOR			
TELEPHONE NUMBER			
DELIVERY DATE			
DELIVERY TERMS - F.O.B.			
TERMS - 30 DAYS			

ITEM	QUANT.	DESCRIPTION		
<i>1</i>	<i>2</i>	<i>2021 Dodge Charger</i>	<i>25,957.00</i>	<i>25,954.00</i>
			<i>51,514.00</i>	<i>51,908.00</i>

Justification/clarification/comments: \_\_\_\_\_


 Signature/Date:  *11/8/20*



Customer:

City of Okeechobee

Attn: Major Hagan

[dhagan@cityofokeechobee.com](mailto:dhagan@cityofokeechobee.com)

Date:

11/5/2020

2021 Dodge Charger Police RWD	LDDDE48	\$25,256.00
26A	26A Package	\$ -
EZH	5.7L V8 HEMI MDS VVT	\$ -
DFK	Transmission: 8-Speed Automatic	\$ -
PW7	White Knuckle Clear Coat	\$ -
C8-X9	Black, Cloth Bucket Seats & Vinyl Rear Bench Seat	\$ 108.00
LNF	Black Left Spot Lamp	\$ 189.00
LNK	LED SPOT LIGHT	\$ 136.00
CW6	Deactivate Rear Doors/Windows	\$ 68.00
Total	Total price per vehicle	\$25,757.00

# ALAN JAY FLEET SALES



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	28142-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/22/2020

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/22/2020

REQUESTING AGENCY	OKEECHOBEE, CITY OF		
CONTACT PERSON	MAJOR DONALD HAGAN	EMAIL	DHAGAN@CITYOFOKEECHOBEE.COM
PHONE	863-634-2771	MOBILE	863-634-2771
		FAX	

### SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	LDDE48 26A	MSRP	\$35,555.00
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2021 DODGE CHARGER POLICE V8 RWD

CUSTOMER ID	NJPA PRICE	\$25,415.00
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BED LENGTH	4DR
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\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
PW7	BRIGHT WHITE CLEAR COAT	\$0.00
X5X9	HD Cloth Bucket Seats front with Vinyl Rear Bench	\$115.00
EZH DFK	5.7L V8 HEMI MDS VVT, TRANSMISSION 8-SPEED AUTOMATIC 8HP70	\$0.00
CW6	DEACTIVATE REAR DOORS/WINDOWS	\$74.00
LNF	BLACK LEFT HAND SPOT LAMP	\$205.00
LNX	LED SPOT LAMP (requires LNF)	\$145.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

CONTRACT OPTIONS \$0.00

TRADE IN	TOTAL COST	\$25,954.00
	YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~	\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$51,908.00

Estimated Annual payments for 60 months paid in advance: \$5,812.63 Extended: \$11,625.26  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRIS WILSON FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



**OKEECHOBEE COUNTY**  
Economic Development Corporation  
LAND FOR BUSINESS SUCCESS  
OCEDCorp.com

P.O. Box 2505  
Okeechobee, FL 34973  
www.OCEDCorp.com

**Chairman**  
*Bert Culbreth*  
Gilbert Family of  
Companies

**Vice Chair**  
*Frank Irby*  
Retired

**Treasurer**  
*John Williams*  
Center State Bank

**Secretary**  
*Ashley Tripp*  
Tripp Motors

**Staff**  
*Kaylee King*  
Business Manager

Members of City Council,

The Okeechobee County Economic Development Corporation would like to formally request \$40,000 for further work on economic development with our community of Okeechobee.

I'd like to personally thank you for your investment in Okeechobee and being such an important part of OCEDC. Without your vision and support we would not have achieved the progress we have so far. We look forward to your continued support to help Okeechobee prosper and grow.

Enclosed you will find an invoice for your 2020-2021 investment. If you have any questions, please feel free to call me or Kaylee.

Working Together for Continued Growth,

A handwritten signature in black ink, appearing to read 'Bert Culbreth', with a long horizontal stroke extending to the right.

*Bert Culbreth*  
Chairman OCEDC



Okeechobee County Economic Development Corp

# Invoice

P.O. Box 2505  
Okeechobee, FL 34973

Date	Invoice #
11/9/2020	13

<b>Bill To</b>
City of Okeechobee Marcos Montes De Oca 55 SE 3rd Ave Okeechobee, FL 34974

<b>Ship To</b>
City of Okeechobee Marcos Montes De Oca 55 SE 3rd Ave Okeechobee, FL 34974

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/9/2020			

Quantity	Item Code	Description	Price Each	Amount
	2020-2021	OCED Corporation Services	40,000.00	40,000.00

<b>Total</b>			\$40,000.00
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**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:	11-4-2020	Date Issued:	
Application No:	20-019	Date(s) & Times of Event:	FRIDAY Dec 11 <sup>th</sup> @ 5:00 pm through Sat. Dec. 12 <sup>th</sup> - 10:00pm

Information:

Organization:	Okeechobee MAIN STREET
Mailing Address:	111 N.E. 2nd STREET Okeechobee, FL 34972
Contact Name:	ANGIE GRIFFIN
E-Mail Address:	ANGIE @ OkeechobeeMAINSTREET.ORG

Telephone: Marian

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

CRAFT AND FOOD VENDORS AND MUSIC ON SATURDAY followed by the lighted CHRISTMAS PARADE

Proceeds usage:

Proceeds for this event go to the operations and continuing efforts of Okeechobee MAIN STREET to enhance the downtown AREA as the heartbeat of the community
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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 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: PARK 3 & 4 of FLAGLER PARK IN OKEECHOBEE

Street(s) to be closed: <u>SW 3RD AVE AND SW 4TH AVE</u>
Date(s) to be closed: <u>DECEMBER 11TH &amp; 12TH</u>
Time(s) to be closed: <u>5 PM DEC 11TH UNTIL 10 PM ON DEC 12TH</u>
Purpose of Closing: <u>CHRISTMAS FESTIVAL &amp; TO 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.

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.

Amul [Signature] Nov. 3, 20  
Applicant Signature Date

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Staff Review

Fire Department:	<u>[Signature]</u>	Date:	<u>11-9-20</u>
Building Official:	<u>[Signature]</u>	Date:	<u>11-5-20</u>
Public Works:	<u>[Signature]</u>	Date:	<u>11-5-20</u>
Police Department:	<u>[Signature]</u>	Date:	<u>11-5-20</u>
BTR Department:	<u>Kemi Barnes</u>	Date:	<u>11-6-20</u>
City Administrator:	<u>[Signature]</u>	Date:	<u>11/6/20</u>
City Clerk:	<u>Rae Hamrick</u>	Date:	<u>11/6/2020</u>

**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

APPLICATION FOR SPECIAL EVENT

Application Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

NAME OF EVENT: OKMS CHRISTMAS FESTIVAL

ADDRESS OF EVENT: FLAGLER PARKS #3 AND #4

DESCRIPTION OF EVENT: CHRISTMAS FESTIVAL THAT INCLUDES FOOD, VENDORS, MUSIC

NAME OF SPONSOR ORGANIZATION: OKEECHOBEE MAIN STREET

Contact Number before and during event OF RESPONSIBLE PERSON: (863)-357-6246

RESPONSIBLE PERSON'S NAME:

ANGIE GRIFFIN

DATE(S) AND TIME(S) OF EVENT:

Date: DEC 11, 2020 Starting Time: 5 pm Closing Time: 11 pm

Date: DEC 12, 2020 Starting Time: 9 AM Closing Time: 10 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION \_\_\_\_\_

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: \_\_\_\_\_

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: LT Weeks

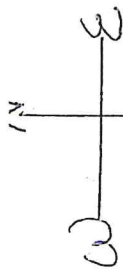
LT Weeks

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

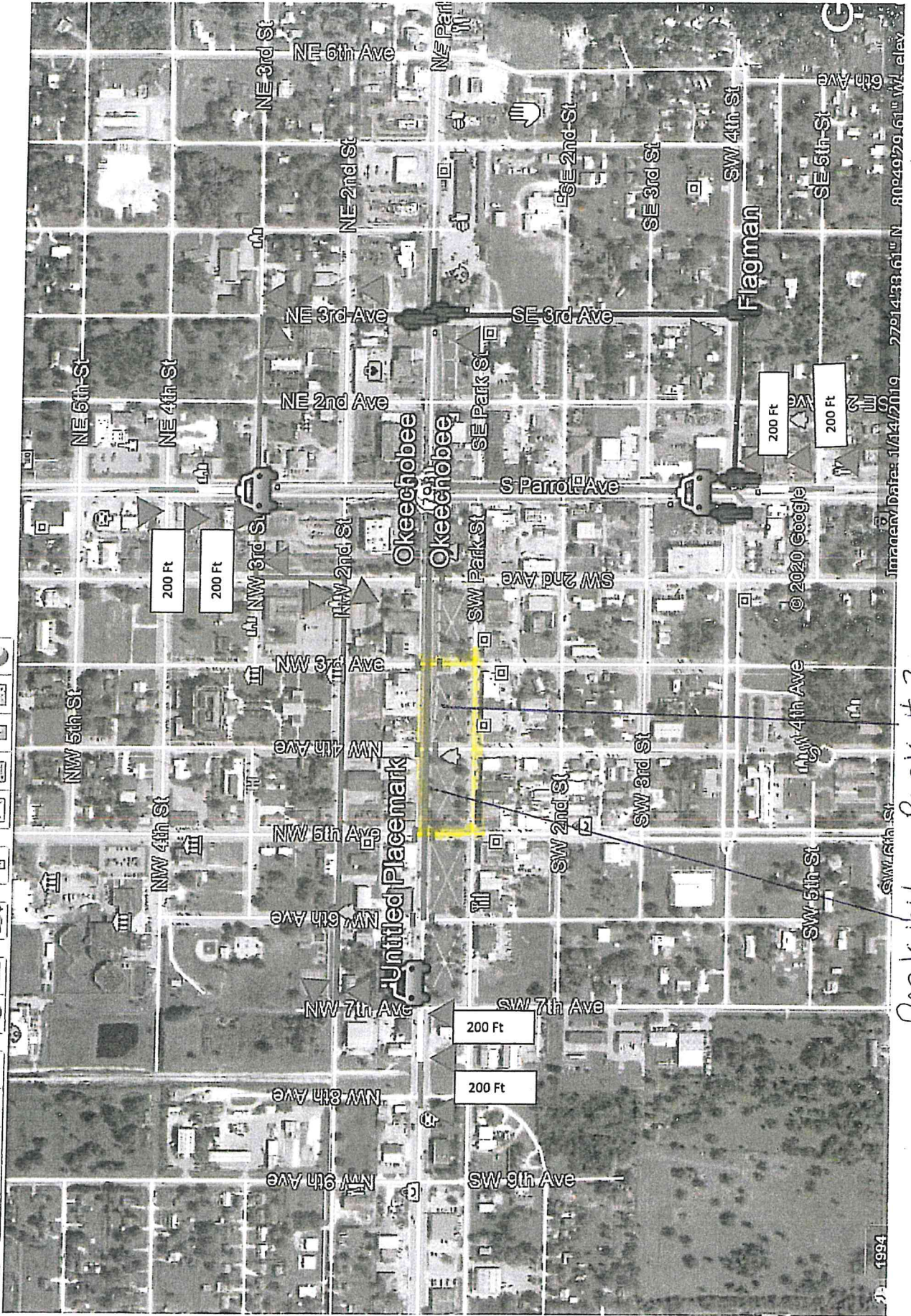
City of Okeechobee Labor Day Parade 9/7/2020

Parade Route

Detour Route



Placing of all barricades, cones and other traffic control devices shall conform



PARK #4  
PARK #3

© 1994

© 2020 Google

Image Date: 1/14/2019 2791433.61°N 8024979.61°W

## ORDINANCE NO. 1218

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 90 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF OKEECHOBEE; AMENDING SECTION 90-162, REVISING PERMITTED USES IN THE RESIDENTIAL MOBILE HOME ZONING DISTRICT; AMENDING SECTION 90-165, REVISING MINIMUM LOT AND STRUCTURE REQUIREMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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 Land Development Regulations; and

**WHEREAS**, the City of Okeechobee, Florida, has a legitimate interest in periodic review of its Ordinances and Land Development Regulations in order 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 Land Development Regulation Text Amendment Application No. 20-001-TA, at a duly advertised Public Hearing held on September 17, 2020, 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 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 Land Development Regulations 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 Section 90-162.**

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 III-Districts and District Regulations, Division 4-Residential Mobile Home (RMH) District, Section 90-162 Permitted Uses as follows:

The following principal uses and structures in the RMH district are permitted:

- (1) Mobile home subdivision, with one mobile home per lot.
- (2) Mobile home park, with one mobile home per site (each site meeting the lot and site area requirements of Section 90-165(2)(a).
- (3) Hurricane shelter.
- (4) Public and private schools.
- (5) House of worship, on a lot of at least five acres.
- (6) Open space.
- (7) Public facility or use.
- (8) Site-built or modular single-family homes.
- (9) Mobile homes and single-family homes on undersized lots that have existed since November 17, 2020.

**SECTION 3: Amendment and Adoption to Section 90-165.**

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 III-Districts and District Regulations, Division 4-Residential Mobile Home (RMH) District, Section 90-165 Lot and structure requirements as follows:

Except where further restricted by these regulations for a particular use, the minimum lot and structure requirements in the RMH district shall be as follows:

(1)	<i>Minimum area.</i>			
	a.	Mobile home park:	Area	10 acres
	b.	Mobile home subdivision:	Area	10 acres
	c.	Recreation vehicle park:	Area	10 acres
(2)	<i>Minimum lot and site area.</i>			
	a.	Mobile home:	Area	7,620 square feet
			Width	50 feet
	b.	Single Family Home:	Area	10,000 square feet
			Width	50 feet
	c.	Other permitted principal uses:	Area	10,000 square feet
			Width	100 feet
(3)	<i>Minimum yard requirements.</i> Except where a greater distance is required by these regulations for a particular use, the minimum yard setbacks in the RMH district shall be as follows:			
	a.	Mobile home and single-family home:	Front	20 feet
			Side	10 feet
			Rear	10 feet
	b.	Other permitted principal uses:	Front	25 feet
			Side	20 feet
			Rear	20 feet
(4)	<i>Maximum lot coverage by all buildings.</i>			
			<i>Maximum Coverage</i>	<i>Maximum Impervious Surface</i>
	a.	Mobile home, recreation vehicle and single-family home:	50 percent	50 percent
	b.	Other permitted principal uses:	30 percent	50 percent
(5)	<i>Maximum height of structures.</i>			
	Except where further restricted by these regulations for a particular use, the maximum height shall be as follows: All uses shall be 30 feet.			

**SECTION 4: Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5: 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 6: 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 7: Effective Date.** This Ordinance shall take effect immediately upon its passage.

**INTRODUCED** for First Reading and set for Final Public Hearing on this 20<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**PASSED AND ADOPTED** after Second and Final Public Hearing this 17<sup>th</sup> day of November, 2020.

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John Fumero, City Attorney

City of Okeechobee  
General Services Department  
55 S.E. 3<sup>rd</sup> Avenue, Room 101  
Okeechobee, Florida 39974-2903  
Phone: (863) 763-3372, ext. 218  
Fax: (863) 763-1686

Date: 8-24-20

Petition No. 20-001-TA

Fee Paid: N/A

Jurisdiction: PB/CC

1<sup>st</sup> Hearing: 9-17-20

2<sup>nd</sup> Hearing: 10-20-20 / 11-17-20

Publication Dates:

Notices Mailed: N/A

## APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

### APPLICANT INFORMATION

- 1 Name of Applicant: City of Okeechobee
- 2 Mailing address: 55 SE 3<sup>rd</sup> Avenue Okeechobee Florida
- 3 E-mail address: pburnette@cityofokeechobee.com
- 4 Daytime phone(s): 863-763-9820

5 Do you own residential property within the City?  Yes  No  
If yes, provide address(es)

6 Do you own nonresidential property within the City?  Yes  No  
If yes, provide address(es)

### REQUEST INFORMATION

- 7 Request is for:  Text change to an existing section of the LDRs  
 Addition of a permitted use  Deletion of a permitted use  
 Addition of a special exception use  Deletion of a special exception use  
 Addition of an accessory use  Deletion of an accessory use

8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)

See draft Ordinance



## **Staff Report**

# **Land Development Code Text Amendment**

*Applicant:*                    *The City of Okeechobee*

*Petition No.:*                *20-001-TA*



1375 Jackson Street # 206 Fort Myers, FL 33901

**Reason for Amendment**

The RMH district standards are provided in Division 4 of Article III of Chapter 90 of the City’s land development code. Staff became aware of several issues regarding the current Residential Mobile Home (RMH) district standards and the maximum density allowed in the Single Family Residential future land use category:

1. **Permitted Uses:** The list of permitted uses includes types of development that do not seem correct in the context of the definitions provided for those uses.
2. **Required Setbacks:** One of the required setbacks seems contrary to the other required setbacks.
3. **Density:** The minimum allowed lot size could create a density that would exceed the maximum allowed density of the single family residential future land use category.

**Land Development Code Sections Involved**

**Section 90-162** provides the list of permitted uses in the RMH district as follows:

- (1) Mobile home subdivision, with one mobile home per lot.
- (2) Mobile home park, with one mobile home per lot.
- (3) Hurricane shelter.
- (4) Public and private schools.
- (5) House of worship, on a lot of at least five acres.
- (6) Open space.
- (7) Public facility or use.
- (8) Site-built or modular single-family homes on lots in mobile home parks existing as of August 1, 2007.

**Section 90-165** provides lot and structure requirements as follows:

Except where further restricted by these regulations for a particular use, the minimum lot and structure requirements in the RMH district shall be as follows:

(1)		Minimum area.		
	a.	Mobile home park:	Area	10 acres
	b.	Mobile home subdivision:	Area	10 acres
	c.	Recreation vehicle park:	Area	10 acres
(2)		Minimum lot area.		
	a.	Mobile home and single-family home:	Area	5,000 square feet
			Width	50 feet
	b.	Other permitted principal uses:	Area	10,000 square feet
			Width	100 feet

(3)	Minimum yard requirements. Except where a greater distance is required by these regulations for a particular use, the minimum yard setbacks in the RMH district shall be as follows:		
a.	District yard minimum:	20 feet on all property boundaries	
b.	Mobile home and single-family home:	Front Side Rear	20 feet 10 feet 10 feet
c.	Other permitted principal uses:	Front Side Rear	25 feet 20 feet 20 feet
(4)	Maximum lot coverage by all buildings.		
		Maximum Coverage	Maximum Impervious Surface
a.	Mobile home, recreation vehicle and single-family home:	50 percent	50 percent
b.	Other permitted principal uses:	30 percent	50 percent
(5)	Maximum height of structures.		
	Except where further restricted by these regulations for a particular use, the maximum height shall be as follows: All uses shall be 30 feet.		

**Section 66-1** provides the definition of *mobile home park* and the definition of *mobile home subdivision* as follows:

Mobile home park means **land under single ownership** which is used to supply to the public spaces for the placement and occupancy of two or more mobile homes as dwelling units.

Mobile home subdivision means a **subdivision of land** for the sale of lots for the placement and occupancy of mobile homes as dwelling units.

### **Permitted Uses**

Based on the definitions of mobile home park and mobile home subdivision, there are a few issues with the list of permitted uses in the RMH district. Subsection 90-162(2) lists “mobile home park, with one mobile home per lot” as a permitted use. However, the definition of mobile home park requires that the park must be under single ownership. While this could mean an area with separate lots all owned by the same entity, it is more typically one parcel of land owned by one entity, with multiple mobile home sites for rent/lease by that entity. This use, as listed in section 90-162(2) should be revised to be consistent with the definition of a mobile home park.

According to staff reports and meeting minutes from the adoption of Ordinance 997, subsection 90-162(8) was added in August 2007 with the intent of allowing redevelopment of lots in the RMH district with single family homes in place of mobile homes. Previously, single

family homes were not a permitted use in the RMH district. However, the wording of this section is problematic as it specifies mobile home parks, leaving out mobile home subdivisions, and could have several interpretations.

Based on the definitions of mobile home park and mobile home subdivision, as well as the City's desire to allow redevelopment of RMH lots with single family homes, this subsection should be revised to allow site built of modular single family homes on any lot. A new subsection (9) should also be added to clarify that mobile homes and single family homes should be permitted on existing undersized lots. Except for the permitting of the mobile homes, this is consistent with section 90-32(a) which provides for development of nonconforming residential lots as follows:

A lot in a residential zoning district which is nonconforming because of insufficient area, which has at least 4,000 square feet and 40 feet frontage, and was in separate ownership on the date of enactment of these regulations, may be used to build a single-family dwelling

### **Required Setbacks**

Section 90-165(3)(a) seems to contradict the setbacks allowed in subsection (b) and (c). Subsections (b) and (c) seem to cover all potential structures and subsection (a) requires greater setbacks than the minimum allowed under subsection (b). Since the 10 foot rear and side setbacks allowed under section (b) do seem appropriate, we recommend that subsection (a) be stricken from the code.

### **Density**

The RMH zoning district is only permitted within the single family residential future land use category, the standards for which are provided in Future Land Use Policy 2.1(a) of the City's Comprehensive Plan as follows:

Single-Family Residential. Permitted uses include single-family dwellings, mobile home parks, houses of worship, public and private schools, public facilities, limited agriculture and accessory uses customary to permissible uses. Other uses related to and consistent with low density residential development such as boarding houses, bed and breakfasts, adult family care homes, assisted living facilities, community centers, indoor and outdoor recreation and public utilities may be permissible under certain circumstances.

- (1) Maximum density is four units per acre for residential units on individual lots, and six units per acre for mobile home parks. Where affordable housing is provided in accordance with Housing Policy 1.6, the maximum density for single family development shall be five units per acre.
- (2) Zoning districts considered appropriate within this future land use category include Rural Heritage (RH), Residential Single-Family One (RSF 1), Residential Mobile Home (RMH), and Residential Planned Unit Development (PUD-R).

Section 90-165(2)(a) allows for minimum lot sizes of 5,000 square feet for mobile homes and single family homes. If a mobile home subdivision were to be created with 5,000 square foot lots, the density would be 8.7 dwelling units per acre. This is inconsistent with the City's comprehensive plan, as this density is greater than the maximum density of 6 units per acre that is permitted by future land use policy 2.1(a). If the City would like to ensure compliance with policy 2.1(a), then the minimum area required for each mobile home in the RMH district should be 7,260 square feet.

### Proposed Amendment

The above issues were discussed with the Planning Board at a workshop on August 20, 2020. It was generally agreed upon that:

- The 20 foot minimum yard setback required in Section 90-165(3)(a) should be removed.
- Redevelopment of lots in the RMH district with single family dwellings to replace mobile homes should be permitted and encouraged.
- The maximum densities allowed by the Single Family Residential Future Land Use Category should remain unchanged.
- No new subdivisions or lot splitting should be permitted which is inconsistent with the maximum densities allowed by the comprehensive plan; and that the permitted uses and lot area requirements of the RMH district should be amended to achieve this

Please see the attached proposed ordinance which, if approved, will amend the RMH district standards.

Submitted by:



Benjamin L. Smith, AICP  
Sr. Planner

LaRue Planning  
September 8, 2020

Planning Board Meeting: September 17, 2020  
City Council 1<sup>st</sup> Reading: (tentative) October 20, 2020  
City Council 2<sup>nd</sup> Reading and Public Hearing: (tentative) November 17, 2020



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD & WORKSHOP MEETING**  
**SEPTEMBER 17, 2020**  
**DRAFT SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

Chairperson Hoover called the regular Planning Board and Workshop meeting for the City of Okeechobee to order on Thursday, September 17, 2020, at 6:03 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida. Pursuant to Executive Order No. 20-69 issued by Governor DeSantis on March 20, 2020, and extended by Executive Order No. 20-193 effective August 7, 2020, the meeting was conducted utilizing communications media technology as provided by Florida Statutes 120.54(5)(b)2, by means of Zoom.com Meeting ID 2459713294. The Host computer was operated by Executive Assistant Brock. The video, audio, and other digital comments are recorded and retained as a permanent record.

A. The Pledge of Allegiance was led by Chairperson Hoover.

**II. ATTENDANCE**

Planning Board Secretary Patty Burnette called the roll. Chairperson Dawn Hoover, Vice Chairperson Doug McCoy, Board Members Phil Baughman, Karyne Brass and Mac Jonassaint were present. Alternate Board Members Joe Papasso and Jim Shaw were present. Board Members Rick Chartier and Felix Granados were absent with consent.

CITY STAFF: City Planning Consultant Ben Smith, General Services Secretary Yesica Montoya, and Executive Assistant Robin Brock were present. City Attorney John Fumero was absent with consent.

Chairperson Hoover moved Alternate Board Members Papasso and Shaw to voting position.

**III. AGENDA**

A. Chairperson Hoover asked whether there were any agenda items to be added, deferred, or withdrawn. To dispense with the reading and approve the August 20, 2020 Workshop Minutes was added as Item IV.B.

B. A motion was made by Vice Chairperson McCoy to adopt the agenda as presented and amended; seconded by Board Member Jonassaint.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

**IV. MINUTES**

A. A motion was made by Board Member Brass to dispense with the reading and approve the July 16, 2020 Regular Meeting minutes; seconded by Vice Chairperson McCoy.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

B. A motion was made by Vice Chairperson McCoy to dispense with the reading and approve the August 20, 2020 Workshop Meeting minutes; seconded by Board Member Jonassaint.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

**V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:06 P.M.**

A. City Planning Consultant Ben Smith of LaRue Planning and Management Services who briefly reviewed the Planning Staff Report for Land Development Regulations (LDR) Text Amendment Application No. 20-001-TA, which proposes to amend Section 90-162 revising permitted uses, and Section 90-165 revising the minimum lot and structure requirements within the Residential Mobile Home (RMH) Zoning District.



A previous workshop meeting was held on August 20, 2020, with the final consensus of the Planning Board being to revise the current code as follows: the 20 foot minimum yard setback required in Section 90-165(3)(a) should be removed; redevelopment of lots in the RMH district with single family dwellings to replace mobile homes should be permitted and encouraged; the maximum densities allowed by the Single Family (SF) Residential FLU Category should remain unchanged; and no new subdivisions or lot splitting should be permitted which is inconsistent with the maximum densities allowed by the comprehensive plan; and that the permitted uses and lot area requirements of the RMH district should be amended to achieve this.

1. Chairperson Hoover opened the floor for public comment. Mr. Steven Dobbs commented he currently is working with a client on a possible new mobile home subdivision and wanted to confirm should this ordinance be adopted it would now be required to have 10,000 square feet for a single-family home instead of the current 5,000 square feet. Planner Smith replied yes as this will then bring the zoning district's minimum lot size into consistency with the density listed in the Comprehensive Plan. Board Member Baughman voiced concerns feeling this change would be penalizing someone wishing to build a good structure-built home as they would be held to more area than what would be required for a mobile home. If one had a lot and placed a mobile home on it and then wanted to change it to a single-family home later in the future, they would not be able to. He further inquired about an existing mobile home subdivision, River Run Mobile Home Park and if the property owners with lots there would be able to change out their mobile homes to single family homes in the future. Planner Smith replied yes as the mobile homes were in existence on those undersized lots since 2007. Vice Chairperson McCoy offered information regarding policies the State has in regard to protecting mobile homes in parks. Should one not wish to upgrade to a single-family home and wish to keep their mobile home they are protected, and one cannot force them to make the change.
2. No disclosures of Ex-Parte were offered from Board Members.
3. A motion was offered by Board Member Jonassaint to recommend approval to the City Council for LDR Text Amendment Application No. 20-001-TA, which proposes to amend Section 90-162 revising permitted uses, and Section 90-165 revising the minimum lot and structure requirements within the Residential Mobile Home (RMH) Zoning District as follows:
  - Amend Section 90-162(2) to read mobile home park, with one mobile home per site (each site meeting the lot structure requirements of Section 90-165(2)(a).
  - Amend Section 90-162(8) to read site-built or modular single-family homes and add (9) to read Mobile homes and single-family homes on undersized lots that have existed since August 1, 2007.
  - Amend Section 90-165(2) to read minimum lot/site area.
  - Amend Section 90-165 (2) (a) to read Mobile home with an area of 7,620 square feet.
  - Add Section 90-165 (2) (b) to read Single Family Home with an area of 10,000 square feet and a width of 50 feet.
  - Delete Section 90-165 (3)(a); second by Board Member Brass.
  - a) The Board offered no further discussion.
  - b) **Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.** The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for October 20, 2020 and November 17, 2020, 6:00 P.M.

**B.** City Planning Consultant Smith briefly reviewed the Planning Staff Report for LDR Text Amendment Application No. 20-002-TA, which proposes to amend Section 70-340 broadening the applicability of the findings required for granting petitions; Appendix A; Form 1 to clarify the procedures for Comprehensive Plan Amendment Applications; Form 3 to clarify the procedures for Zoning District Boundary Change Petitions; creating Form 19 to provide standards and procedures for administratively initiated Comprehensive Plan Future Land Use Map (FLUM) Amendments; and creating Form 20 to provide standards and procedures for administratively initiated Zoning District Boundary Change Petitions. Previous workshop meetings were held on July 16, 2020 and August 20, 2020, with the final consensus of the Planning Board being to propose land development code amendments that will allow the City of Okeechobee to initiate zoning map changes and (FLUM) changes with less requirements than are currently required for map changes requested by property owners. As staff confirmed with other local governments, no survey is required for a city initiated rezoning or a city initiated FLUM Amendment. Identifying the subject property on maps and providing a legal description is sufficient. Minor changes to the processing procedures of applicant-initiated map changes are also proposed in order to more closely align with the manner in which requests are actually processed.

1. Chairperson Hoover opened the floor for public comment. There was none.
2. No disclosures of Ex-Parte were offered from Board Members.
3. A motion was offered by Board Member Brass to recommend approval to the City Council for LDR Text Amendment Application No. 20-002-TA, which proposes to amend Section 70-340 broadening the applicability of the findings required for granting petitions; Appendix A; Form 1 to clarify the procedures for Comprehensive Plan Amendment Applications; Form 3 to clarify the procedures for Zoning District Boundary Change Petitions; creating Form 19 to provide standards and procedures for administratively initiated Comprehensive Plan FLUM Amendments; and creating Form 20 to provide standards and procedures for administratively initiated Zoning District Boundary Change Petitions as follows:
  - Appendix A, Form 1 Comprehensive Plan Amendment Petition number 2.b., to read Administrator reviews petition, initiates processing, issues notice of Planning Board public hearing.
  - Amend Appendix A, Form 1 Comprehensive Plan Amendment Petition number 2.d., to read Administrator issues notice of City Council public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition number 2.b., to read Administrator reviews petition, initiates processing, issues notice of Planning Board public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition number 2.d., to read Administrator issues notice of City Council public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition by adding number 2.e., to read City Council holds first public hearing, renders decision.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition by adding number 2.f., to read if approved, Administrator issues notice of second City Council public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petitions number 2.g., to read City Council holds second public hearing, renders final decision on petition.
  - Amend Appendix A by adding Form 19, Administratively Initiated Comprehensive Plan FLUM Amendment and Form 20, Administratively Initiated Zoning District Boundary Change petition that list petition contents and processing information. In addition to new application requirements proposed in Appendix A, some minor revisions are also proposed to Section 70-340 in order to broaden the applicability of the required findings for zoning map changes and land development code changes.

Amend the first paragraph to read, All petitions for change of land development regulations and change of zoning district boundary shall be considered in relation to the following criteria, where applicable.

In acting upon a petition, the City Council, Planning Board, or Board of Adjustment, as appropriate, shall find that: (1) amend the word use to request and in (3), (5), (7), and (8) amend the wording at the beginning of each sentence from The use to Approval of the request; seconded by Board Member Jonassaint.

- a) The Board offered no discussion.
- b) **Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.** The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for October 20, 2020 and November 17, 2020, 6:00 P.M.

#### **CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 6:40 P. M.**

#### **VI. CHAIRPERSON HOOVER RECESSED THE REGULAR MEETING AND CONVENED THE WORKSHOP AT 6:40 P.M.**

- A. City Planning Consultant Smith briefly reviewed the Staff Report for the Workshop regarding discussion points for the formulation of a program to incentivize owners of properties zoned Holding to request rezoning to another zoning district. At one time, the City's LDR's contained regulations for the development of properties zoned Holding. However, several years ago, the Holding district regulations were removed from the LDR's. Currently, if any property owner of land zoned Holding is seeking to develop that property, a rezoning must be performed first.

As members of the City Council and Planning Board have pointed out, the rezoning process can be an uncertain and cost prohibitive process for some property owners and prospective property buyers. If the goal of the City is to encourage properties owners of Holding properties to rezone, then the City may need to consider instituting a temporary program that provides some incentivization to rezone by reducing the requirements, lowering the application fee, and providing more certainty to the outcome of the rezoning process.

At the November 21, 2019 Workshop Meeting, staff received directions to proceed with a plan for City initiated rezonings of the Holding properties. Planner Smith explained several tasks would need to be considered.

First, application requirements, including application fees. Currently, Appendix A of the City's LDR's requires the following: petitioner's name, address, phone number; proof of interest in property; property survey and location map; property owner's list; site development plan; statement of use; supplementary supporting information; impact analysis and application fee. As part of the incentivization program, the City could reduce these rezoning application requirements in a few ways. The City could allow Holding property owners to submit their application without a survey and location map, instead requiring only a legal description and parcel number. Additionally, a site development plan and impact analysis are also not completely necessary. Appendix C of the City's LDR's requires a rezoning application fee of \$850 plus \$30 per acre.

In addition to the direct costs of advertising and postage, there are other costs the City has assumed including planning consultant time, administrative staff time, and in some rezoning situations, attorney time. At this time, these costs are not billed directly back to the applicant. Ultimately, it must be a City policy and budgeting decision whether to reduce the fees or set fees differently for any application. Considering the advertising costs, mailing costs, consultant time and administrative staff time spent on each rezoning request, reducing the rezoning application fees would likely be a subsidization. However, reducing fees, even if only moderately, would provide some incentivization for Holding property owners or prospective buyers to initiate a rezoning.

Secondly, identifying the map changes the City will support. Currently, 55 parcels of land within the City are zoned Holding. A few are developed, though most are undeveloped or used for agricultural purposes. Most of the Holding properties are designated as Single Family Residential (SF) on the FLUM, though there are two with Commercial designations and one with Mixed Use Residential. Staff has already prepared a report outlining the existing land use, surrounding land uses, FLUM designation and recommendations for map changes for nearly every Holding parcel. These recommendations should be discussed, revised as necessary and formalized by the Planning Board. Then, should Holding property owners request a rezoning according to the City's formally supported map changes, they can have confidence that the request will be approved.

Thirdly, deciding how the Holding property owners should be notified of the program. Ideally, a notice would be mailed to each property owner, with the notice being somewhat specific for each property to describe the map change that is supported by the City for their property. If phone and/or email contacts are known, staff could also reach out to property owners through those methods.

Lastly, adopting an ordinance to implement the program. Once the specifics of the program have been determined, an ordinance can be prepared.

After discussion, the consensus of the Board was to have the City Planner do some further research on the following items: draft a copy of what the notification letter to property owners would contain; how advertising costs could be minimalized; and draft an application with a proposed fee.

**CHAIRPERSON HOOVER ADJOURNED THE WORKSHOP AND RECONVENED THE REGULAR MEETING AT 7:17 P.M.**

- VII. There be no further items on the agenda, Chairperson Hoover adjourned the meeting at 7:17 P.M.

\_\_\_\_\_  
Dawn T. Hoover, Chairperson

ATTEST:

\_\_\_\_\_  
Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Planning Board/Board of Adjustment and Appeals with respect to any matter considered at this proceeding, he/she 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. General Services' media are for the sole purpose of backup for official records.

## ORDINANCE NO. 1219

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 70 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF OKEECHOBEE; AMENDING SECTION 70-340, BROADENING THE APPLICABILITY OF THE FINDINGS REQUIRED FOR GRANTING PETITIONS; AMENDING FORM 1 OF APPENDIX A TO CLARIFY THE PROCEDURES FOR COMPREHENSIVE PLAN AMENDMENT PETITIONS; AMENDING FORM 3 OF APPENDIX A TO CLARIFY THE PROCEDURES FOR ZONING DISTRICT BOUNDARY CHANGE PETITIONS; CREATING FORM 19 IN APPENDIX A TO PROVIDE STANDARDS AND PROCEDURES FOR ADMINISTRATIVELY INITIATED COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENTS; CREATING FORM 20 IN APPENDIX A TO PROVIDE STANDARDS AND PROCEDURES FOR ADMINISTRATIVELY INITIATED ZONING DISTRICT BOUNDARY CHANGE PETITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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 Land Development Regulations; and

**WHEREAS**, the City of Okeechobee, Florida, has a legitimate interest in periodic review of its Ordinances and Land Development Regulations in order 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 Land Development Regulation Text Amendment Application No. 20-002-TA, at a duly advertised Public Hearing held on September 17, 2020, 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 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 Land Development Regulations 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 Section 70-340.**

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 70-Administration, Article III-Administrative Procedures and Requirements, Division 4-Application Requirements, Section 70-340 Findings Required for Granting Petitions as follows:

All petitions for change of land development regulations and change of zoning district boundary shall be considered in relation to the following criteria, where applicable. In acting upon a petition ~~for a proposed use~~, the city council, planning board, or board of adjustment, as appropriate, shall find that:

- (1) The ~~use~~request is not contrary to comprehensive plan requirements.
- (2) The use is specifically authorized under the zoning district regulations applied for.

- (3) ~~The use~~Approval of the request will not have an adverse effect on the public interest.
- (4) The use is appropriate for the location proposed, is reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns.
- (5) ~~The use~~Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent property.
- (6) The use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.
- (7) ~~The use~~Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.
- (8) ~~The use~~Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
- (9) The use has not been inordinately burdened by unnecessary restrictions.

**SECTION 3: Amendment and Adoption to Appendix A-Applications, Forms, and Content Requirements, Form 1-Comprehensive Plan Amendment Petition.**

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, Form 1-Comprehensive Plan Amendment Petition as follows:

Appendix A-Application Forms and Content Requirements, Form 1-Comprehensive Plan Amendment Petition.

1. *Petition contents.* Comprehensive plan amendment petition shall be submitted on the appropriate application form and comprises the following:
  - a. Petitioner's name, address, phone number.
  - b. Reason for requesting the amendment.
  - c. Details of the requested amendment.
  - d. Supplementary supporting information.
  - e. Information and documents requested by city administrator prior to public hearing.
  - f. Application fee.
2. *Processing.* Comprehensive plan amendment petitions are processed as follows:
  - a. Applicant submits petition to general services department.
  - b. Administrator reviews petition, initiates processing, issues notice of first planning board public hearing.
  - c. Planning board holds public hearing, forwards advisory recommendation to city council.
  - d. Administrator issues notice of ~~second~~city council public hearing.
  - e. City council holds public hearing, renders final decision on petition.

**SECTION 4: Amendment and Adoption to Appendix A-Applications, Forms, and Content Requirements, Form 3-Zoning District Boundary Change Petition.**

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, Form 3-Zoning District Boundary Change Petition as follows:

Appendix A-Applications Forms and Content Requirements, Form 3-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. Property survey and location map.
  - d. Property owner's list.
  - e. Site development plan.
  - f. Statement of use.
  - g. Supplementary supporting information.
  - h. Impact analysis.
  - i. Application fee.

2. *Processing.* 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 ~~first~~planning board public hearing.
  - c. Planning board holds public hearing, forwards advisory recommendation to city council.
  - d. Administrator issues notice of ~~second-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.
  - eg. City council holds second public hearing, renders final decision on petition.

**SECTION 5: Addition and Adoption of Appendix A-Applications, Forms, and Content Requirements, Form 19-Administratively Initiated Comprehensive Plan Future Land Use Map Amendment.**

That the City Council for the City of Okeechobee, Florida, adds herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix A-Applications Forms and Content Requirements, Form 19-Administratively Initiated Comprehensive Plan Future Land Use Map Amendment as follows:

Appendix A-Applications, Forms, and Content Requirements, Form 19-Administratively Initiated comprehensive plan future land use map amendment.

1. Application contents. Comprehensive plan future land use map amendments initiated by the City of Okeechobee shall be presented by city staff in a report which includes the following:
  - a. List of property owners.
  - b. Location map identifying subject property.
  - c. Future Land Use Map identifying subject property.
  - d. Zoning Map identifying subject property.
  - e. Legal description of subject property.
  - f. Reason for amendment.
  - d. Supplementary supporting information.
  - e. Information and documents requested by city administrator prior to public hearing.
2. Processing. Administratively initiated comprehensive plan amendment applications are processed as follows:
  - a. Staff prepares a report on the proposed map change.
  - b. Administrator reviews application, initiates processing, issues notice of 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 public hearing, renders final decision on application.

**SECTION 6: Addition and Adoption of Appendix A-Applications, Forms, and Content Requirements, Form 20-Administratively Initiated Zoning District Boundary Change Petition.**

That the City Council for the City of Okeechobee, Florida, adds herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Appendix A-Applications Forms and Content Requirements, Form 20-Administratively Initiated Zoning District Boundary Change Petition as follows:

Appendix A-Applications, Forms, and Content Requirements, Form 20-Administratively Initiated zoning district boundary change petition.

1. Petition contents. Zoning district boundary changes initiated by the City of Okeechobee shall be presented by city staff in a report which includes the following:
  - a. List of property owners.
  - b. Location map identifying subject property.
  - c. Future land use map identifying subject property.
  - d. Zoning map identifying subject property.
  - e. Legal description of subject property
  - f. Reason for rezoning

- g. Supplementary supporting information.
- h. Information and documents requested by city administrator prior to public hearing.
- 2. Processing. Administratively initiated zoning district boundary change petitions are processed as follows:
  - a. Staff prepares a report on the proposed map change.
  - b. Administrator reviews staff report, initiates processing, issues notice of planning board hearing.
  - c. Planning board holds public hearing, forwards advisory recommendation to city council.
  - d. Administrator issues notice of first 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.

**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 20<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**PASSED AND ADOPTED** after Second and Final Public Hearing this 17<sup>th</sup> day of November, 2020.

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John Fumero, City Attorney



City of Okeechobee  
General Services Department  
55 S.E. 3<sup>rd</sup> Avenue, Room 101  
Okeechobee, Florida 39974-2903  
Phone: (863) 763-3372, ext. 218  
Fax: (863) 763-1686

Date: 8-24-20

Petition No. 20-002-TA

Fee Paid: N/A

Jurisdiction: PB/CC

1<sup>st</sup> Hearing: 9-17-20

2<sup>nd</sup> Hearing: 10-20-20 / 11-17-20

Publication Dates:

Notices Mailed: N/A

APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

APPLICANT INFORMATION

- 1 Name of Applicant: City of Okeechobee  
2 Mailing address: 55 SE 3rd Avenue Okeechobee Florida  
3 E-mail address: phumette@cityofokeechobee.com  
4 Daytime phone(s): 863-763-9820

5 Do you own residential property within the City?  Yes  No  
If yes, provide address(es)

6 Do you own nonresidential property within the City?  Yes  No  
If yes, provide address(es)

REQUEST INFORMATION

- 7 Request is for:  Text change to an existing section of the LDRs  
 Addition of a permitted use  Deletion of a permitted use  
 Addition of a special exception use  Deletion of a special exception use  
 Addition of an accessory use  Deletion of an accessory use

8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)

See draft Ordinance



## **Staff Report**

# **Land Development Code Text Amendment**

*Applicant:*                    *The City of Okeechobee*

*Petition No.:*                *20-002-TA*



1375 Jackson Street # 206 Fort Myers, FL 33901

Based on direction from the Board at the July workshop and discussion of this issue at the August Workshop, the attached proposed Ordinance presents land development code amendments that will allow the City of Okeechobee to initiate zoning map changes and future land use map changes with less requirements than are currently required for map changes requested by property owners. As staff confirmed with other local governments, no survey is required for a city initiated rezoning or a city initiated future land use map amendment. Identifying the subject property on maps and providing a legal description is sufficient. Minor changes to the processing procedures of applicant-initiated map changes are also proposed in order to more clearly align with the manner in which requests are actually processed.

In addition to new application requirements proposed in Appendix A, some minor revisions are also proposed to Section 70-340 in order to broaden the applicability of the required findings for zoning map changes and land development code changes.

Submitted by:



Benjamin L. Smith, AICP  
Sr. Planner

LaRue Planning  
September 8, 2020

Planning Board Meeting: September 17, 2020  
City Council 1<sup>st</sup> Reading: (tentative) October 20, 2020  
City Council 2<sup>nd</sup> Reading and Public Hearing: (tentative) November 17, 2020



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD & WORKSHOP MEETING**  
**SEPTEMBER 17, 2020**  
**DRAFT SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

Chairperson Hoover called the regular Planning Board and Workshop meeting for the City of Okeechobee to order on Thursday, September 17, 2020, at 6:03 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida. Pursuant to Executive Order No. 20-69 issued by Governor DeSantis on March 20, 2020, and extended by Executive Order No. 20-193 effective August 7, 2020, the meeting was conducted utilizing communications media technology as provided by Florida Statutes 120.54(5)(b)2, by means of Zoom.com Meeting ID 2459713294. The Host computer was operated by Executive Assistant Brock. The video, audio, and other digital comments are recorded and retained as a permanent record.

A. The Pledge of Allegiance was led by Chairperson Hoover.

**II. ATTENDANCE**

Planning Board Secretary Patty Burnette called the roll. Chairperson Dawn Hoover, Vice Chairperson Doug McCoy, Board Members Phil Baughman, Karyne Brass and Mac Jonassaint were present. Alternate Board Members Joe Papasso and Jim Shaw were present. Board Members Rick Chartier and Felix Granados were absent with consent.

CITY STAFF: City Planning Consultant Ben Smith, General Services Secretary Yesica Montoya, and Executive Assistant Robin Brock were present. City Attorney John Fumero was absent with consent.

Chairperson Hoover moved Alternate Board Members Papasso and Shaw to voting position.

**III. AGENDA**

A. Chairperson Hoover asked whether there were any agenda items to be added, deferred, or withdrawn. To dispense with the reading and approve the August 20, 2020 Workshop Minutes was added as Item IV.B.

B. A motion was made by Vice Chairperson McCoy to adopt the agenda as presented and amended; seconded by Board Member Jonassaint.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

**IV. MINUTES**

A. A motion was made by Board Member Brass to dispense with the reading and approve the July 16, 2020 Regular Meeting minutes; seconded by Vice Chairperson McCoy.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

B. A motion was made by Vice Chairperson McCoy to dispense with the reading and approve the August 20, 2020 Workshop Meeting minutes; seconded by Board Member Jonassaint.

**Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.**

**V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:06 P.M.**

A. City Planning Consultant Ben Smith of LaRue Planning and Management Services who briefly reviewed the Planning Staff Report for Land Development Regulations (LDR) Text Amendment Application No. 20-001-TA, which proposes to amend Section 90-162 revising permitted uses, and Section 90-165 revising the minimum lot and structure requirements within the Residential Mobile Home (RMH) Zoning District.

A previous workshop meeting was held on August 20, 2020, with the final consensus of the Planning Board being to revise the current code as follows: the 20 foot minimum yard setback required in Section 90-165(3)(a) should be removed; redevelopment of lots in the RMH district with single family dwellings to replace mobile homes should be permitted and encouraged; the maximum densities allowed by the Single Family (SF) Residential FLU Category should remain unchanged; and no new subdivisions or lot splitting should be permitted which is inconsistent with the maximum densities allowed by the comprehensive plan; and that the permitted uses and lot area requirements of the RMH district should be amended to achieve this.

1. Chairperson Hoover opened the floor for public comment. Mr. Steven Dobbs commented he currently is working with a client on a possible new mobile home subdivision and wanted to confirm should this ordinance be adopted it would now be required to have 10,000 square feet for a single-family home instead of the current 5,000 square feet. Planner Smith replied yes as this will then bring the zoning district's minimum lot size into consistency with the density listed in the Comprehensive Plan. Board Member Baughman voiced concerns feeling this change would be penalizing someone wishing to build a good structure-built home as they would be held to more area than what would be required for a mobile home. If one had a lot and placed a mobile home on it and then wanted to change it to a single-family home later in the future, they would not be able to. He further inquired about an existing mobile home subdivision, River Run Mobile Home Park and if the property owners with lots there would be able to change out their mobile homes to single family homes in the future. Planner Smith replied yes as the mobile homes were in existence on those undersized lots since 2007. Vice Chairperson McCoy offered information regarding policies the State has in regard to protecting mobile homes in parks. Should one not wish to upgrade to a single-family home and wish to keep their mobile home they are protected, and one cannot force them to make the change.
2. No disclosures of Ex-Parte were offered from Board Members.
3. A motion was offered by Board Member Jonassaint to recommend approval to the City Council for LDR Text Amendment Application No. 20-001-TA, which proposes to amend Section 90-162 revising permitted uses, and Section 90-165 revising the minimum lot and structure requirements within the Residential Mobile Home (RMH) Zoning District as follows:
  - Amend Section 90-162(2) to read mobile home park, with one mobile home per site (each site meeting the lot structure requirements of Section 90-165(2)(a).
  - Amend Section 90-162(8) to read site-built or modular single-family homes and add (9) to read Mobile homes and single-family homes on undersized lots that have existed since August 1, 2007.
  - Amend Section 90-165(2) to read minimum lot/site area.
  - Amend Section 90-165 (2) (a) to read Mobile home with an area of 7,620 square feet.
  - Add Section 90-165 (2) (b) to read Single Family Home with an area of 10,000 square feet and a width of 50 feet.
  - Delete Section 90-165 (3)(a); second by Board Member Brass.
  - a) The Board offered no further discussion.
  - b) **Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.** The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for October 20, 2020 and November 17, 2020, 6:00 P.M.

**B.** City Planning Consultant Smith briefly reviewed the Planning Staff Report for LDR Text Amendment Application No. 20-002-TA, which proposes to amend Section 70-340 broadening the applicability of the findings required for granting petitions; Appendix A; Form 1 to clarify the procedures for Comprehensive Plan Amendment Applications; Form 3 to clarify the procedures for Zoning District Boundary Change Petitions; creating Form 19 to provide standards and procedures for administratively initiated Comprehensive Plan Future Land Use Map (FLUM) Amendments; and creating Form 20 to provide standards and procedures for administratively initiated Zoning District Boundary Change Petitions. Previous workshop meetings were held on July 16, 2020 and August 20, 2020, with the final consensus of the Planning Board being to propose land development code amendments that will allow the City of Okeechobee to initiate zoning map changes and (FLUM) changes with less requirements than are currently required for map changes requested by property owners. As staff confirmed with other local governments, no survey is required for a city initiated rezoning or a city initiated FLUM Amendment. Identifying the subject property on maps and providing a legal description is sufficient. Minor changes to the processing procedures of applicant-initiated map changes are also proposed in order to more closely align with the manner in which requests are actually processed.

1. Chairperson Hoover opened the floor for public comment. There was none.
2. No disclosures of Ex-Parte were offered from Board Members.
3. A motion was offered by Board Member Brass to recommend approval to the City Council for LDR Text Amendment Application No. 20-002-TA, which proposes to amend Section 70-340 broadening the applicability of the findings required for granting petitions; Appendix A; Form 1 to clarify the procedures for Comprehensive Plan Amendment Applications; Form 3 to clarify the procedures for Zoning District Boundary Change Petitions; creating Form 19 to provide standards and procedures for administratively initiated Comprehensive Plan FLUM Amendments; and creating Form 20 to provide standards and procedures for administratively initiated Zoning District Boundary Change Petitions as follows:
  - Appendix A, Form 1 Comprehensive Plan Amendment Petition number 2.b., to read Administrator reviews petition, initiates processing, issues notice of Planning Board public hearing.
  - Amend Appendix A, Form 1 Comprehensive Plan Amendment Petition number 2.d., to read Administrator issues notice of City Council public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition number 2.b., to read Administrator reviews petition, initiates processing, issues notice of Planning Board public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition number 2.d., to read Administrator issues notice of City Council public hearing.
  - Amend Appendix A, Form 3, Zoning district boundary change Petition by adding number 2.e., to read City Council holds first public hearing, renders decision.
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  - Amend Appendix A, Form 3, Zoning district boundary change Petitions number 2.g., to read City Council holds second public hearing, renders final decision on petition.
  - Amend Appendix A by adding Form 19, Administratively Initiated Comprehensive Plan FLUM Amendment and Form 20, Administratively Initiated Zoning District Boundary Change petition that list petition contents and processing information. In addition to new application requirements proposed in Appendix A, some minor revisions are also proposed to Section 70-340 in order to broaden the applicability of the required findings for zoning map changes and land development code changes.

Amend the first paragraph to read, All petitions for change of land development regulations and change of zoning district boundary shall be considered in relation to the following criteria, where applicable.

In acting upon a petition, the City Council, Planning Board, or Board of Adjustment, as appropriate, shall find that: (1) amend the word use to request and in (3), (5), (7), and (8) amend the wording at the beginning of each sentence from The use to Approval of the request; seconded by Board Member Jonassaint.

- a) The Board offered no discussion.
- b) **Chairperson Hoover, Vice Chairperson McCoy, Board Members Baughman, Brass, Jonassaint, Papasso and Shaw voted: Aye. Nays: None. Absent: Board Members Chartier and Granados. Motion Carried.** The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for October 20, 2020 and November 17, 2020, 6:00 P.M.

#### **CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 6:40 P. M.**

#### **VI. CHAIRPERSON HOOVER RECESSED THE REGULAR MEETING AND CONVENED THE WORKSHOP AT 6:40 P.M.**

- A. City Planning Consultant Smith briefly reviewed the Staff Report for the Workshop regarding discussion points for the formulation of a program to incentivize owners of properties zoned Holding to request rezoning to another zoning district. At one time, the City's LDR's contained regulations for the development of properties zoned Holding. However, several years ago, the Holding district regulations were removed from the LDR's. Currently, if any property owner of land zoned Holding is seeking to develop that property, a rezoning must be performed first.

As members of the City Council and Planning Board have pointed out, the rezoning process can be an uncertain and cost prohibitive process for some property owners and prospective property buyers. If the goal of the City is to encourage properties owners of Holding properties to rezone, then the City may need to consider instituting a temporary program that provides some incentivization to rezone by reducing the requirements, lowering the application fee, and providing more certainty to the outcome of the rezoning process.

At the November 21, 2019 Workshop Meeting, staff received directions to proceed with a plan for City initiated rezonings of the Holding properties. Planner Smith explained several tasks would need to be considered.

First, application requirements, including application fees. Currently, Appendix A of the City's LDR's requires the following: petitioner's name, address, phone number; proof of interest in property; property survey and location map; property owner's list; site development plan; statement of use; supplementary supporting information; impact analysis and application fee. As part of the incentivization program, the City could reduce these rezoning application requirements in a few ways. The City could allow Holding property owners to submit their application without a survey and location map, instead requiring only a legal description and parcel number. Additionally, a site development plan and impact analysis are also not completely necessary. Appendix C of the City's LDR's requires a rezoning application fee of \$850 plus \$30 per acre.

In addition to the direct costs of advertising and postage, there are other costs the City has assumed including planning consultant time, administrative staff time, and in some rezoning situations, attorney time. At this time, these costs are not billed directly back to the applicant. Ultimately, it must be a City policy and budgeting decision whether to reduce the fees or set fees differently for any application. Considering the advertising costs, mailing costs, consultant time and administrative staff time spent on each rezoning request, reducing the rezoning application fees would likely be a subsidization. However, reducing fees, even if only moderately, would provide some incentivization for Holding property owners or prospective buyers to initiate a rezoning.

Secondly, identifying the map changes the City will support. Currently, 55 parcels of land within the City are zoned Holding. A few are developed, though most are undeveloped or used for agricultural purposes. Most of the Holding properties are designated as Single Family Residential (SF) on the FLUM, though there are two with Commercial designations and one with Mixed Use Residential. Staff has already prepared a report outlining the existing land use, surrounding land uses, FLUM designation and recommendations for map changes for nearly every Holding parcel. These recommendations should be discussed, revised as necessary and formalized by the Planning Board. Then, should Holding property owners request a rezoning according to the City's formally supported map changes, they can have confidence that the request will be approved.

Thirdly, deciding how the Holding property owners should be notified of the program. Ideally, a notice would be mailed to each property owner, with the notice being somewhat specific for each property to describe the map change that is supported by the City for their property. If phone and/or email contacts are known, staff could also reach out to property owners through those methods.

Lastly, adopting an ordinance to implement the program. Once the specifics of the program have been determined, an ordinance can be prepared.

After discussion, the consensus of the Board was to have the City Planner do some further research on the following items: draft a copy of what the notification letter to property owners would contain; how advertising costs could be minimalized; and draft an application with a proposed fee.

**CHAIRPERSON HOOVER ADJOURNED THE WORKSHOP AND RECONVENED THE REGULAR MEETING AT 7:17 P.M.**

- VII. There be no further items on the agenda, Chairperson Hoover adjourned the meeting at 7:17 P.M.

\_\_\_\_\_  
Dawn T. Hoover, Chairperson

ATTEST:

\_\_\_\_\_  
Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Planning Board/Board of Adjustment and Appeals with respect to any matter considered at this proceeding, he/she 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. General Services' media are for the sole purpose of backup for official records.





# City of Okeechobee

Date: October 21, 2020

To: Marcos Montes De Oca, City Administrator

FR: India Riedel, Finance Department

RE: City Council Agenda Item November 17, 2020

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**Suggested Motion: Approve Addendum No. 4 to the agreement with Treasure Coast Medical Associates, Inc. (TCMA) and the City.**

**Background:** Current contract for medical services with TCMA extended through 2022.

We added the medical services to our benefit plan to promote health and wellness among our city employees and their immediate families.

Currently we have employees and possible future retirees who have chosen not to participate in the group health insurance plan through the group health insurance provided through the City. Some may be because they are unable to afford the premiums for their spouses and/or dependents. Some may have chosen not to participate and save the city money.

An addendum is suggested to enable those described above to participate in the medical services with TCMA. As described in the addendum, the fees would be through payroll deduction or if retired, fees must be paid prior to the 25<sup>th</sup> of the month for benefits to be paid for the following month. For those not participating in employee health insurance the city will pay the employees monthly fee.

**PIGGYBACK AGREEMENT ADDENDUM NO. 4**  
**BETWEEN**  
**THE CITY OF OKEECHOBEE AND**  
**TREASURE COAST MEDICAL ASSOCIATES, INC.**

**WHEREAS**, the City of Okeechobee, Florida, (CITY) desires to procure healthcare services with and through medical professionals duly licensed and qualified to provide such services and to manage and operate an employee health center; and,

**WHEREAS**, Okeechobee County has entered into a contract (Initial Agreement) with Treasure Coast Medical Associates (TCMA) on or about September 29, 2017; and,

**WHEREAS**, CITY originally entered into an Agreement with TCMA on or about October 3, 2017, (Piggyback Agreement) has extended the piggyback agreement thereafter through various addendums (the Addendum).

**WHEREAS**, Certain City employees presently do not to participate in the group health insurance plan through the group health insurance provided through the City due to cost issues.

**WHEREAS**, This Addendum may enable certain City employees and their eligible dependents to participate in the medical services with TCMA.

**WHEREAS**, As described in the Addendum, the fees would be through payroll deduction, or if retired, fees must be paid prior to the 25<sup>th</sup> of the month, for benefits to be paid for the following month. For those employees not participating in employee health insurance the city will pay the monthly fee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, 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 CITY Piggyback Agreement (“Agreement”) by reference.
2. **Terms and Conditions.** This Addendum No. 4 shall, except as otherwise stated herein, be subject to the terms and conditions of the Okeechobee County Initial Agreement , which is attached and incorporated herein as “**Exhibit A**”, and the October 3, 2017 piggyback agreement, which is attached and incorporated herein as “**Exhibit B**”.
3. **Extensions.** This agreement may be extended, from time to time, utilizing an addendum to this agreement.

4. **Termination.** The parties adopt and incorporate the provisions of Article III, Section 3 of the Initial Agreement into this Agreement as the method of termination.
5. **Public Records.** Pursuant to Florida Statutes § 119.0701, to the extent TCMA is performing services on behalf of the CITY, has noticed and set forth in **Exhibit B.**

**All IN WITNESS WHEREOF**, the CITY and TCMA have made and executed this Addendum No. 4 to the Piggyback Agreement

AS TO THE CITY:

AS TO THE PROVIDER

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

\_\_\_\_\_  
Dr. Jonathan M. Adelberg MD, FAEP  
President, TCMA

ATTEST:

WITNESSES:

\_\_\_\_\_  
Lane Gamiotea, City Clerk

\_\_\_\_\_  
Signature

REVIEWED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
John J. Fumero, City Attorney

\_\_\_\_\_  
Signature



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OKEECHOBEE BOARD OF COUNTY  
COMMISSIONERS,  
CLERK OF THE COURT, SUPERVISOR OF  
ELECTIONS, SHERIFF, PROPERTY APPRAISER,  
AND TAX COLLECTOR

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Okeechobee County  
Employee Health  
Center  
**CONTRACT**

AUGUST 24, 2017

TREASURE COAST MEDICAL ASSOCIATES, INC.  
3405 NW Federal Highway Jensen Beach, FL 34957

## **OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT**

**THIS OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT** (the "Agreement") is made by and between **TREASURE COAST MEDICAL ASSOCIATES, INC.**, a Florida corporation, with an address of 3405 NW Federal Highway, Jensen Beach, FL 34957 ("Provider"), and the **OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (individually "BOARD OF COUNTY COMMISSIONERS"), **OKEECHOBEE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER**, a Constitutional Officer of the State of Florida (individually the "Clerk"), **OKEECHOBEE COUNTY SUPERVISOR OF ELECTIONS**, a Constitutional Officer of the State of Florida (individually "Supervisor"), **OKEECHOBEE COUNTY SHERIFF**, a Constitutional Officer of the State of Florida (individually "Sheriff"), **OKEECHOBEE COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida (individually "Property Appraiser"), and **OKEECHOBEE COUNTY TAX COLLECTOR**, a Constitutional Officer of the State of Florida (individually "Tax Collector"), with a mailing address of 304 NW 2<sup>nd</sup> Street Okeechobee, FL 34972 (collectively the "County").

### **RECITALS:**

**WHEREAS**, the County seeks to provide access to quality health care and to improve the health and wellness of its employees and other Covered Persons (as defined below) through the provision of central services at its Employee Health Center located 305 NE Park Street Okeechobee, FL 34972 (TCMA Urgent Care Okeechobee); and

**WHEREAS**, the County specifically wishes to offer urgent care, primary care, and occupational health services, including but not limited to, evaluation and treatment of work related injuries and illnesses, occupational health exams, health assessments, call support, immunizations, injections, exams and screenings, prescription dispensing, disease management and primary case management at the Employee Health Center to its employees and other eligible persons; and

**WHEREAS**, Provider is a provider of health care services and employs or contracts with Medical Professionals duly licensed and qualified to provide such services and to manage and operate the Employee Health Center; and

**WHEREAS**, it is the desire of the parties hereto to enter into a contractual agreement whereby Provider will provide Central and Management Services under the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereto do agree as follows.

*Treasure Coast Medical Associates, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082*

## DEFINITIONS

“**Administrative Fee**” shall have the meaning set forth in Section 4.1.

“**Central Services**” or “**Services**” shall have the meaning set forth in Section 1.1.

“**Covered Persons**” shall mean (i) Eligible Employees, (ii) Eligible Dependents (spouses and children), and (iii) Retirees.

“**Effective Date**” shall have the meaning set forth in Section 3.1.

“**Eligible Dependent**” means an individual enrolled as a qualified dependent of a County employee or COBRA participant currently participating in the County’s health insurance plan for General Employees or Sheriff Employees. The minimum age shall be established by Provider based upon the Medical Professionals’ expertise but in any event the minimum age established shall not be less than 3 months old.

“**Eligible Employee**” means a current, regular status employee or COBRA participant who is currently participating in the County’s health insurance plans.

“**EHR**” shall mean Provider’s electronic health records system.

“**Employee Health Center**” shall mean the facility located at 305 NE Park Street, Okeechobee, FL 34972 (also known as TCMA Urgent Care Okeechobee).

“**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“**Management Services**” shall have the meaning set forth in Section 1.2.

“**Medical Assistant**” shall mean a certified medical assistant and x-ray technician duly licensed in the State of Florida to provide medical assistance to the Medical Professionals.

“**Medical Professionals**” shall mean a Physician, Physician Assistant, Nurse Practitioner, as described herein, or other professional duly licensed in the State of Florida to provide medical services.

“**Nurse Practitioner**” shall mean an Advanced Registered Nurse Practitioner (“ARNP”) appropriately licensed within the State of Florida operating within the scope of their license.

“**Personnel**” shall collectively refer to the Medical Professionals and any support personnel.

“**Physician**” shall mean a board certified or board eligible Medical Doctor (“M.D.”) or Doctor of Osteopathic Medicine (“D.O.”) appropriately licensed in the State of Florida operating within the scope of their license and licensed to dispense pre-packaged medications.

“**Physician Assistant**” means a Physician Assistant appropriately licensed within the State of Florida operating within the scope of their license.

“**Prospective Employees**” shall mean post offer applicants for employment with the County who are eligible to receive pre-employment physicals and drug testing at the Okeechobee County Employee Health Center.

“**Protected Health Information**” or “**PHI**” shall mean information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and by all federal and state privacy requirements.

“**Reimbursable Operating Expenses**” shall have the meaning set forth in **Exhibit F**.

“**Services**” shall refer collectively to the Central Services and the Management Services.

“**Supplies**” shall mean the supplies reasonably necessary for the delivery of the Central Services including but not limited to pharmaceuticals, dressings, bandages, syringes, blood draw supplies, patient forms, and information.

“**Workers’ Compensation Services**” shall mean services provided in accordance with Chapter 440, Florida Statutes.

## **ARTICLE I COVENANTS AND RESPONSIBILITIES OF PROVIDER**

1.1 Central Services. Provider shall provide those central services set forth in the Scope of central services attached hereto as Exhibit A and incorporated herein (“**Central Services**”).

- a. Workers’ Compensation. The central services shall include Worker’s Compensation services provided that prior to treating County employees for injuries on the job, Provider shall establish written protocols in compliance with Chapter 440, Florida Statutes. Provider shall provide the protocols to the County’s Project Representative for the County’s review prior to the Effective Date of this Agreement. Any fines or assessments issued by the State of Florida to either the County or Provider for failure to comply with Section 440.13, Florida Statutes, shall be the responsibility of Provider.
- b. Physicals and Drug Screens. Provider shall, in consultation with the County’s Project Representative and Risk Manager, develop minimum standards for all physicals and drug screening. The minimum standard for Sheriff Officer's pre-employment physical results will be: 4 business days from the day the officer comes to the Okeechobee County Employee Health Clinic for the evaluation. The drug screening results minimum standard will be 4 business days, depending on the need of the drug screen

being sent out to a lab for the chain of custody process. Copy of Physical Form attached hereto as **Exhibit H**.

- c. **Claims**. All Division of Worker's Compensation claim required forms shall be sent to the County's Risk Manager and the County's third party administrator by end of the Employee Health Center's business day. Results of all drug and alcohol testing in connection with Worker's Compensation claims must be sent to County's Risk Manager by end of the Employee Health Center's business day. Provider acknowledges that the County desires to accommodate any and all temporary physical restrictions placed on an employee.
- d. **Laboratory Testing**. The procedure for any tests that cannot be provided at the Employee Health Center will be; The patient will be given a prescription for the test to be taken to a lab that is an in-network with the patient's Health Plan to avoid any out of pocket expense for the County or for the patient.

1.2 **Management Services**. Provider shall provide those management and administrative services necessary for the effective and efficient operation of the Employee Health Center, subject to the reasonable policies set forth by the County, as more specifically described in the Scope of Management Services attached hereto as **Exhibit B** and incorporated in this Agreement ("**Management Services**"). As part of the Management Services, Provider shall administer Health Risk Assessments to all County employees and will offer the programs to Eligible Employees at no additional cost.

1.3 **Licensing**. Provider shall obtain and maintain in good standing all licenses required to provide the Services at the Employee Health Center at the sole cost of the Provider.

1.4 **Personnel**.

a. Provider will provide a sufficient number of Medical Professionals and support personnel as needed, based on number of visits, to perform the Central Services for the Employee Health Center. Staffing for the Employee County Health Center shall include a Physician, and/or Nurse Practitioner/Physician's Assistant, Medical Assistant/BXMO or Radiology Tech and Receptionist.

1.5 **Standards of Medical Professional's Performance**. Provider shall contract with the Medical Professionals such that all Medical Professionals providing services at the Employee Health Center are obligated to perform or deliver the following:

- a. The Medical Professionals shall determine their own means and methods of providing the Services with oversight and quality control functions performed by Provider.
- b. Referrals by the Medical Professionals for additional medical care shall be made according to evidence based medicine and best practice protocols and will be tracked through Provider's Electronic Medical Records Program. Unless patient preferences dictate otherwise, the Medical Professionals shall use their best efforts to utilize the



providers in the County's applicable health plan networks or the County's Third Party Administrator's provider network for Workers' Compensation, as applicable, taking into account geographical convenience for the employee.

- c. The Medical Professionals shall comply with all applicable laws and regulations with respect to the licensing and regulations of medical professionals.
- d. The Medical Professionals shall provide the Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with medical services provided in the community.
- e. The Medical Professionals shall maintain, during the term of this Agreement, appropriate credentials including (i) a duly issued and active license to practice medicine in the State of Florida without limitation or restriction; (ii) good standing with his or her profession and state professional association; (iii) the absence of any license restriction, revocation or suspension; (iv) the absence of any involuntary restriction placed on his or her federal Drug Enforcement Administration ("DEA") registration; and (v) the absence of any conviction of a felony.
- f. In the event that any Medical Professional (i) has his or her license restricted, revoked, or suspended, (ii) has an involuntary restriction placed on his or her federal DEA registration, (iii) is convicted of a felony; or (iv) is no longer in good standing with his or her profession and/or state, Provider shall immediately remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of this Agreement. Provider shall replace any Medical Assistant who has his or her professional license restricted, revoked, or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state professional or state licensing authority.
- g. Provider shall require the Medical Professional to ensure that any Medical Assistant complies with the requirements of this Section 1.5.

1.6 Training and Expertise. Provider represents and warrants that the person or persons performing the Services specified herein have the requisite training, licenses, and expertise necessary to fully and satisfactorily complete their obligations hereunder. Provider agrees that if further training or expertise is or becomes necessary or is required to fully and satisfactorily complete their obligations that Provider, or the person or persons employed by Provider, shall obtain such training, licenses, or expertise. This provision shall not apply to the costs of any continuing education included as a Benefit. Provider further acknowledges that the County shall have no responsibility or duty to provide any such training, licenses, or expertise for Provider which may be necessary or required of Provider in order to fully and satisfactorily complete its obligations, and that any fees in connection therewith shall be borne solely by Provider, and not the County. Prior to commencement of the Services under this Agreement, Provider shall provide to the County reasonable evidence of the qualifications of such Personnel. Provider will ensure that all Personnel complete and pass background checks to verify licensing and training.

1.7 Quality of Work. Provider represents and warrants that:

- a. the Services to be performed under this Agreement shall be accomplished in a professional and competent manner consistent with the level of care and skill ordinarily exercised in the trade under similar circumstances;
- b. all deliverables and Services provided under this Agreement will be of merchantable quality and fit for the particular purposes of the County;
- c. Provider will comply with all applicable federal, state, and local laws, rules, regulations and orders in connection with the performance of its obligations hereunder;
- d. Provider shall establish protocols for the operation of the Employee Health Center for use by the Personnel and shall, upon request, provide such protocols to the County. Such protocols shall remain the proprietary information of Provider and shall be returned to Provider after the expiration or earlier termination of this Agreement; and

1.8 Hours of Operation. Provider shall provide the Services at the Employee Health Center a minimum of sixty (60) hours per week in accordance with the schedule attached hereto as Exhibit E. Any modifications to the operating schedule based on demand are subject to the County's prior written approval. A minimum of at least one Physician, Physician Assistant or Nurse Practitioner shall be on site at all times that the Employee Health Center is open.

1.9 Eligibility. Eligibility to receive Central Services is limited to Covered Persons. Provider shall verify that a person coming to the Employee Health Center is a Covered Person, and County shall require Covered Persons to produce photo identification.

1.10 Compliance with Laws. Provider covenants and agrees that it and any of its subcontractors and agents are bound by and will observe and perform all duties required under all applicable local, state, and federal laws, ordinances, rules, and regulations including but not limited to Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, Occupational Safety and Health Act of 1970 29 U.S. C. Section 651 et seq., as amended, Employee Retirement Income Security Act of 1974, the Health Insurance Portability and Accountability Act of 1996, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Social Security Act, the United States Fair Labor Standards Act and the Immigration Reform and Control Act. Provider further covenants and agrees that with respect to laws applicable to the establishment or maintenance of an on-site health center, Provider shall take any and all actions necessary to conform to such laws.

1.11 Project Representative. Provider hereby designates Jonathan M. Adelberg MD FAEP Medical Director TCMA, as Provider's project representative ("**Provider Project Representative**") to represent Provider in all of its dealings with the County relating to the operation and management of the Employee Health Center. Provider may replace the Project Representative at its sole discretion upon prior written notice to the County.

1.12 Dispensing Pre Packaged Prescriptions. The facility shall dispense pre-packaged prescription drugs to Covered Persons. The basic formulary will be determined based on the

prescription utilization and financial benefit to the County versus costs through the insurance plan or as agreed upon should changes and adjustments be desired by the County in accordance with the dispensing laws of the State of Florida. All medications will be stocked in accordance with applicable regulations. No controlled substances will be stocked. Provider will track and make every reasonable effort to maintain inventory levels necessary to meet patient needs as forecasted through expected utilization with the understanding the Medical Professional maintains autonomy when it comes to medication prescribing and determining what is medically necessary with regard to patient care.

1.13 Provider shall allow Covered Persons to utilize the Stuart Urgent Care facility located at 3405 NW Federal Hwy., Jensen Beach, FL 34957, at no additional charge to the County or the Covered Persons.

1.14. Utilities and Cleaning. The Provider will be solely responsible for maintaining the Employee Health Center, including, but not limited to maintaining the utilities, cleaning the facility, and any lawn maintenance.

## **ARTICLE II COVENANTS AND RESPONSIBILITIES OF THE COUNTY**

2.1

2.1 Covered Persons. The County shall provide access to the Employee Health Center only to Covered Persons as defined above, unless otherwise agreed to by the parties. The County will make its best efforts to ensure that Covered Persons are aware of the availability of Provider's Services. Prior to the first (1<sup>st</sup>) of each month, the County shall provide Provider a listing of all "Covered Persons" in mutually agreed upon file format. The County shall identify Prospective Employees on an ongoing, as needed basis.

2.2 Project Representative. The County hereby designates the following project representatives to represent the County in all of its dealings with Provider relating to the operation and management of the County Employee Health Center:

- Robbie L. Chartier, County Administrator: as to BOCC, Clerk of the Court, Supervisor of Elections, Property Appraiser, and Tax Collector; and
- Noel Stephen, Sheriff: as to Sheriff.

## **ARTICLE III TERM AND TERMINATION**

3.1 Term. This Agreement shall commence on October 1, 2017 (Effective Date) and shall continue for a term of three (3) years. Unless terminated as provided for herein, the County shall have the exclusive right to renew the Agreement for a maximum of two (2) consecutive one (1)

*Treasure Coast Medical Associates, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082*

year terms prior to the expiration of each term of the Agreement. Any such renewal shall be by written contract amendment duly executed by the parties.

### 3.2 Termination.

a. The County shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon ninety (90) days written notice to Provider.

b. Either party shall have the right to terminate this Agreement, with cause, upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of fourteen (14) calendar days after the defaulting party receives written notice from the other party specifying the existence of the default, or beyond the time reasonably necessary for cure if the default is of a nature to require more than fourteen (14) calendar days to remedy and the defaulting party is making diligent, good faith efforts to cure such default.

c. In the event of termination, the County shall compensate Provider for all authorized services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

d. Provider shall immediately deliver all documents, written information, electronic data and other materials concerning the Employee Health Center in its possession to the County and shall cooperate in transition of the Services to appropriate parties at the direction of the County.

e. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

## **ARTICLE IV ADMINISTRATIVE FEES AND REIMBURSABLE EXPENSES**

4.1 Administrative Fee and Medical Staffing Costs. The Services by Provider, and the performance of all of its other duties and obligations as set forth in this Agreement, the County shall pay Provider an administrative fee equal to **Fifty-six Dollars (\$56.00) per Eligible Employee per month.**

4.2 Reimbursable Expenses. The County shall reimburse Provider for:

a. the pass through operating expenses identified in the summary attached hereto as **Exhibit F** (collectively, the “**Reimbursable Operating Expenses**”). No other expense shall be passed through to the County without the County’s prior written consent.

4.3 **Best Obtainable Prices.** In purchasing and replenishing supplies, Provider shall use reasonable efforts to find the best obtainable prices. The County’s obligation to reimburse Provider shall be “at cost” and less any applicable discounts, rebates and other savings passed on to Provider by suppliers and without any additional mark up or overhead charge.

4.4 **Invoices.** Two invoices shall be prepared monthly:

a. **Administrative Fee:** Prior to the beginning of each month starting at the Effective Date, Provider will submit an invoice based on the Eligible Employee headcount provided by the County for that month.

b. **Reimbursable Expenses:** By the 15th of each month, Provider will submit an invoice for Reimbursable Expenses incurred/invoiced during the previous calendar month.

4.5 Payment of Fees and Reimbursable Expenses will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

4.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

## ARTICLE V RECORDS

5.1 Medical Records. Provider shall maintain medical records for each Covered Person who receives services performed by Provider at the Employee Health Center in a professional manner consistent with the accepted practice of the community in which the Physician and any Medical Professionals provide the services and applicable law. Such medical records shall be the property of Provider. Provider shall be solely responsible for the storage, maintenance, and confidentiality of such records in accordance with the provisions of Section 8.2 below. Provider shall be responsible for fulfilling all requirements imposed by state, local, and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. Provider agrees to keep and maintain any medical records for the longer of seven (7) years or as required by Florida law. Upon expiration or earlier termination of this Agreement, Provider agrees, to the extent permitted by applicable law, with proper consent, to provide an electronic medical record to a successor on-site Employee Health Center vendor or doctor. At County's election and in accordance with applicable federal and state law, Provider shall deliver the electronic medical records to a designee of the County to maintain the records in accordance with Florida law. Provider shall provide Covered Persons with copies of their medical records upon request, at no cost to the Covered Persons.

## ARTICLE VI REPORTING AND RIGHT TO AUDIT

6.1 Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for the longer of five (5) years following completion of the Services, or five (5) years from the conclusion of any litigation regarding this Agreement. The County shall have the right to audit Provider's books and records, at the County's expense, upon prior notice, with regard to the Services provided to the County under this Agreement. Provider shall allow the County or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the County in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the County's Internal Audit department shall be reimbursed to the County by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of County's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the County.

6.2 Reporting Requirements. Provider shall provide the reports detailed on Exhibit G in accordance with the frequency described therein. All reports shall be submitted to the County's Project Representative. All reports due monthly. All reports due monthly shall be due on the

fifteenth of the month; No additional fees shall be charged to the County by Provider for the provision of these reports, data or information.

6.3 Application of Law to Audit and Reporting Requirements. Notwithstanding the preceding Section 6.1 and 6.2 and as more particularly set forth in Section 8 below, nothing in this Agreement nor in the County's policies shall require Provider to violate any federal or state law or regulation regarding the confidentiality of such medical information.

## ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. Provider agrees to indemnify, defend, save and hold harmless County, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost, or expense for any damages that may be asserted, claimed, or recovered against or from County, its commissioners, officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default, or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county, or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its Personnel, agents, servants, contractors, patrons, guests, or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of County, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by County. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify County for its own negligence, or intentional acts of County, its agents, or employees. Nothing in this Agreement shall be deemed to be a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

7.2 Insurance.

a. Provider shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the County from claims set forth below which may arise out of or result from performance under this Agreement by Provider, or by a subcontractor of Provider, or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable.

b. Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for two (2) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

c. The County shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal, or cancellation of Provider's required insurance coverage, or any increase in Provider's self-insurance retention.

d. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to County prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

e. All required insurance (except Workers' Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the County as an Additional Insured and Loss Payee. No costs shall be paid by the County for an additional insured endorsement.

f. Required Coverage: Provider shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Professional liability insurance (including technology errors, omissions, and medical malpractice) with a limit of not less than Two-Hundred and Fifty thousand \$250,000.00 each occurrence in the aggregate covering Provider and all Medical Professionals, including appropriate



prior acts coverage for the period of time the Provider provided services to the County of \$750,000.00.

g. Workers' compensation, employers' liability, general liability and policies shall provide a waiver of subrogation in favor of the County.

h. Provider's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the County for liability arising out of operations under this Agreement.

### ARTICLE XIII RECORDS

8.1 Public Records Act. It is understood by the parties that the County is subject to the provisions of the Florida Public Records Act, Section 119.011 et seq, Florida Statutes, and that absent any exemptions or provisions for confidentiality contained in state or federal statutes, generated records may be open to the public for inspection and copying. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Provider in conjunction with this Agreement. Failure by Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County and may subject Provider to penalties under Chapter 119, Florida Statutes. Should Provider assert any exemptions to the requirements of the Florida Public Records Act and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Provider. Provider consents to the County's enforcement of Provider's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon Provider must pay all court costs and reasonable attorney's fees incurred by the County.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.

8.2 Covered Person Records. Provider and the County agree that they will adopt such policies and procedures, execute such written amendments to this Agreement or enter into such other agreement(s) as may be required to make their activities under the Agreement compliant with the Federal Health Information Technology for Economic and Central Health Act of 2009 ("HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. 1320d-8 ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 as amended, and other applicable

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Jensen Beach, FL 34957  
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local, state and federal privacy laws. In furtherance of this agreement, Provider and the County will execute the "Business Associate Agreement". Provider shall take steps to safeguard the confidentiality and privacy of member/participant identifiable information and to prevent unauthorized disclosure of the same by its employees and agents. The County acknowledges that in receiving or otherwise dealing with any records or information about Covered Persons receiving treatment for alcohol or drug abuse, Provider may be bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time), as well as any state laws that govern HIV/AIDS and mental health treatment. Provider, at Provider's expense, will resist in judicial proceedings any effort to obtain access to such records or information relating to the Central Services except such access as is expressly permitted by the aforementioned federal regulations and/or State law and will notify the County of any such judicial proceedings.

The parties acknowledge that certain records and documents created or maintained by Provider may constitute employment records not subject to HIPAA and others may include protected health information ("PHI") as that term is defined by HIPAA. The parties shall collaboratively develop policies and procedures to segregate PHI subject to HIPAA and other state and federal privacy laws from employment records and to ensure the parties preserve the privacy and confidentiality of PHI in accordance with HIPAA and other applicable state and federal laws. Except for employment records not subject to HIPAA, Provider shall not provide documents containing PHI to the County without written authorization from the Covered Person.

The obligations created by this section shall survive the termination or cessation of this Agreement.

8.3 Confidential and Proprietary Information. Provider and County agree that all materials containing confidential and proprietary information developed in whole or in part or produced by either party shall not be disclosed to any third party without the written consent of the other party, except as necessary to implement the terms of this Agreement and only on a need to know basis, unless disclosure is required by the Florida Public Records Act.

## **ARTICLE IX GENERAL PROVISIONS**

9.1 Upon adoption of any state or federal legislation or upon the issuance of a determination by a governmental entity, a Medicare carrier or intermediary, or an independent third party absolutely acceptable to each party that the arrangement evidenced by this Agreement violated any Federal or State law, rule, or regulation, including fraud and abuse issues, this Agreement shall terminate within sixty (60) days thereafter or sooner if such determination so advises; provided however, that in the event that such a determination is issued, the County may elect to continue this Agreement by reorganizing its internal structure or its agreements so that such are in accordance with the law, rule, or regulation in question. In such event, within sixty (60) days of the issuance of such determination, the County shall deliver notice to Provider of its intentions to

continue this Agreement as provided herein. In such case, the terms and conditions of this Agreement shall remain in full force and effect.

9.2 Notices. All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, facsimile transmission or e mail, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by tele copier or facsimile transmission or e mail. Notices shall be sent to the parties at the following addresses:

**If to Provider:**

Treasure Coast Medical Associate, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
Attn: J. Michael Adelberg, MD, FAEP  
President and Regional Medical Director  
Facsimile No.: (772)-232-9383

**If to County:**

Okeechobee County  
Attn: Robbie L. Chartier, County Administrator  
304 NW 2nd Street, Room 123  
Okeechobee, FL 34972

and

Okeechobee Sheriff  
Attn: Noel Stephen, Sheriff  
504 NW 4th Street  
Okeechobee, FL 34972

**With a Copy to:**

*Treasure Coast Medical Associates, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082*

Cassels & McCall, County Attorneys  
P.O. Box 968  
Okeechobee, FL 34973-0968

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

9.3 Independent Contractor. Provider acknowledges and agrees that it is an independent contractor of the County and is not an employee of the County. Provider more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the County; will not be covered by the County's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the County to Provider hereunder. Provider acknowledges that it shall have no authority to bind County to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the County for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

9.4 Waiver. Any waiver by any party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition, or provision of this Agreement.

9.5 Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting, or enforcing this Agreement.

9.6 Non-Assignability. This Agreement may not be assigned by any party without the express prior written consent of all other parties which may be given or withheld by each party in its sole discretion.

9.7 Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The County and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Okeechobee County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

9.8 Attorneys' Fees. In the event of any litigations to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

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9.9 Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

9.10 Gender; Number. Whenever the context of this Agreement requires, the masculine gender shall include the feminine or neutral, and the singular number shall include the plural.

9.11 Third-Party Beneficiary. Provider and the County acknowledge that nothing contained in this Agreement is intended to nor shall it cause any person, including any individual partner of Provider, or entity, or any Covered Person, to become a third-party beneficiary of any of the provisions or obligations of this Agreement.

9.12 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

9.13 Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

9.14 Unauthorized Aliens/Patriot's Act. The knowing employment by Provider or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that Provider is notified or becomes aware of such default, Provider shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Provider's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Provider shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act"). Provider represents it is not a Prohibited Person under the Executive Order or Patriot Act.

9.15 Representations and Warranties.

- a. Provider hereby represents and warrants to the County that it has full power and authority to enter into and fully perform its obligations without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
- b. Provider represents and warrants that it and its representatives providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the party or any of its representatives being excluded from participation in the Federal health care programs. This will be an ongoing representation and warranty during the term of this Agreement and Provider will immediately notify the County of any change in status of the representation and warranty set forth in this section. Any breach of this Section will give the County the right to immediately terminate this Agreement for cause.
- c. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
- d. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.16 Ethics; Conflicts of Interest.

- a. Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

- b. Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the County or any County agency or selection committee.
- c. Provider represents that it does not employ, directly or indirectly, the County Administrator, members of the County commission or any official, department director, head of any County agency, member of any board, committee or agency of the County, or the Clerk, the Supervisor, the Sheriff, the Property Appraiser, the Tax Collector, or any employee of the Clerk, the Supervisor, the Sheriff, the Property Appraiser, or the Tax Collector.
- d. Provider represents that it does not employ, directly or indirectly, any official of the County. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the County who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.
- e. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the County Administrator, members of the County commission, any department director or head of any County agency, any employee of the County or any County agency, the Clerk, the Supervisor, or any employee of the Clerk or Supervisor, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.
- f. Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.
- g. Provider, its officers, personnel, subsidiaries, and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the County under this Agreement.
- h. Provider, its officers, personnel, subsidiaries, and subcontractors shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests

of County or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- i. Provider shall promptly notify the County in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the County as to whether such association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by Provider. The County agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the County shall so state in its opinion and Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Provider under this Agreement.
- j. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

9.17 Taxes. Provider understands that in performing the Services for the County, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the County's tax exemption number for purchasing supplies or materials.

9.18 Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Board. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon no less than sixty days (60) to Provider. The Board of County Commissioners shall be the sole and final authority as to the availability of funds.

9.21 Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. When one of the foregoing conditions interferes with contract



performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to County in writing within ten (10) calendar days after the start of the occurrence of such delay, and Provider shall use best efforts to perform its obligations during such period of delay, and notify County of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

9.22 Audit. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor to fully cooperate with the County's Auditor when requested may be deemed by the County to be a material breach of this Agreement justifying its termination.

9.23 Entire Agreement: This Agreement, including Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the County and Provider. The Chairman of the County Board of Commissioners shall have the authority to execute amendments to this Agreement for changes relating to the operation of the Employee Health Center such as staffing levels, performance guarantees and hours of operation.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**COUNTY OF OKEECHOBEE**  
**BOARD OF COUNTY COMMISSIONERS**

By: Terry W. Burroughs

Terry W. Burroughs, Chairman

Date: 9-26-17



Attest:  
By: Paula Robertson - Deputy Clerk

Sharon Robertson, Clerk of the Circuit Court

And Comptroller

Date: 09/27/2017

By: Laura Ann Hill  
9/27/17

Office of the County Attorney  
Approved as to form and legality

**OKEECHOBEE COUNTY**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: Paula Robertson - Deputy Clerk

Sharon Robertson, Clerk of the Circuit Court

Date: 09/27/2017

**OKEECHOBEE COUNTY SUPERVISOR OF ELECTIONS**

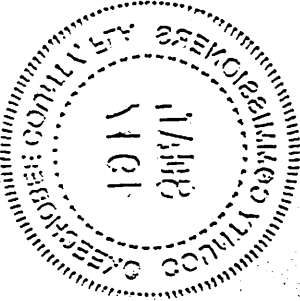
By: Diane Hagan

Diane Hagan, Supervisor of Elections

Date: 9/27/2017

*Treasure Coast Medical Associates, Inc.*  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082

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OKEECHOBEE COUNTY SHERIFF

By: [Signature]  
Noel Stephen, Sheriff  
Date: 9/29/17

OKEECHOBEE PROPERTY APPRAISER

By: [Signature]  
Mickey Bandi, Property Appraiser  
Date: 9-29-17

OKEECHOBEE COUNTY TAX COLLECTOR

By: [Signature]  
Celeste Watford, Tax Collector  
Date: 9-29-17

TREASURE COAST MEDICAL ASSOCIATES, INC., a Florida corporation

By: [Signature]  
Name: Jonathan M. Adelberg MD FAEP President  
Date: 9/29/17

Witness: [Signature]

## **EXHIBIT LIST**

- Exhibit A     Scope of Central Services
- Exhibit B     Scope of Management Services
- Exhibit C     Invoice Samples
- Exhibit D     Start Up Costs
- Exhibit E     Operating Hours Schedule
- Exhibit F     Reimbursable Operating Expenses
- Exhibit G     Reporting Requirements
- Exhibit H     Physical Form

## EXHIBIT A

### SCOPE OF CENTRAL SERVICES

#### PRIMARY, OCCUPATIONAL HEALTH, AND URGENT CARE

The Central Services to be performed by the Medical Professionals at the Employee Health Center are to be determined by the Medical Professionals but generally shall include those services normally provided in a primary medical care facility as permitted by the licensure of the Medical Professionals, and by the equipment and physical restrictions of the Employee Health Center, and at a minimum shall include the following services:

- Chronic illness evaluation, treatment and management (i.e., diabetes, high cholesterol, hypertension, asthma, obesity)
- Acute Conditions (i.e., sore throats, ears ache, head ache, cough, sinus, strains, sprains, musculoskeletal problems, acute urinary complaints).
- Primary Care, health risk assessments, preventative and disease management strategies including one-on-one health education counseling to high risk employees
- Reasonable accommodations determinations – consult with Director of Human Resources and the County’s Risk Manager with regard to reasonable accommodations for employees with medical conditions that have altered their ability to perform an essential job task.
- Occupational Conditions
  - On the Job Injuries/Work-related injuries or illnesses
  - Minor surgical procedures, within the scope of the Medical Professional, such as sutures for laceration treatment, etc.
  - Pre-employment and routine physicals
  - Pre-employment, random, reasonable suspicion and post-accident drug testing

#### *Medications*

Class examples include, but are not limited to the following:

- Anti-infective
- Antihypertensive
- Anti-hyperlipidemics
- Antidepressants
- Anti-diabetics
- Antihistamines
- Acid-reflux medications
- Antibiotics
- Hypertensive & cardiac medications
- Anti-lipids
- Pulmonary
- Gastro Intestinal

- Psychiatric
- Vaccinations

### ***Medical Surveillance***

- **Drug Screen/Alcohol** - Collect pre-employment samples; urine for random and reasonable suspicion; breathalyzer for alcohol in compliance with collective bargaining agreements and County policy. Administer random selection program and post rehabilitation random testing. Provide Medical Review Officer and reporting services.

### ***Exams***

- **Pre-Employment** - Coordinating/conducting physicals, drug screening, medical history, audiometric testing, biometrics, etc.
- **Fitness for Duty** - Conduct fitness for duty exams for both work related cases and for employees returning from personal medical leave.
- **Department of Transportation/Commercial Driver's License exams**
- **County Exams**

### ***Labs***

- Onsite collection of specimens and blood draws
- Manage lab provider arrangement to include logistics for specimen pick up,
- Reporting of results to medical providers
- System integration of lab data within medical records system

### ***Governmental Regulations and Compliance***

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, and DOT.

### ***Long Term Prevention Programs Available***

Provider will work closely with the County for the purpose of financial review, reporting, as well as to identify major cost drivers. Provider will make recommendations and develop strategies for the County to mitigate such costs. Some of these services are listed below.

- Health Risk Assessment provided through the County's insurance carrier with comprehensive lab analysis provided at the Employee Health Center will help to proactively identify patient health risks
- Aggregate data analysis from your employee population to develop the right programs for your Pharmaceutical Program Management
- Aggregate Central data analysis to determine wellness effectiveness on population health
- Physician/Nurse "Reach Out" Program to communicate with people with the greatest health risks

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- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – Provider’s providers will proactively promote disease case management
- Health Education Training

Performance Requirements:

- Provider shall report the results of routine annual employee physicals required by the County and post-offer physicals within three (3) business days of the date of the initial patient visit. Results of Post-Offer Physicals must be e mailed to the Director of Human Resources or their designee. Results of routine employee annual physicals shall be e mailed to the County’s Risk Manager or designee.
- Provider shall report the results of complex post-offer physicals and periodic physicals requiring MRI’s and/or Cardiac Stress Testing within five (5) business days of the date of the initial patient visit.
- Appointments for Fitness-for-Duty evaluations must be scheduled by Provider within 48 business (i.e. Monday-Friday) hours.
- Provider shall use its best efforts to timely respond to all County voicemails and e mails by day’s end.




**EXHIBIT B**  
**SCOPE OF MANAGEMENT SERVICES**

- Manage and supervise daily operation of the Employee Health Center in accordance with all applicable local, state, and federal laws.
- Obtain and maintain all necessary licenses, certifications, and accreditations for the operation of the Employee Health Center.
- Recruit, employ, and supervise all medical and non-medical staff necessary for the operation of the Employee Health Center.
- Provide appropriate physician supervision for nurse practitioners and other licensed staff.
- Prepare reports of operations and activity required by the County or the state, local or federal regulatory agencies and, where applicable, deliver to County's Risk Management and third party administrator by the end of the work day.
- Maintain patient files as required by industry standards and applicable laws including an electronic medical record.
- Purchase equipment and supplies necessary for the operation of the Employee Health Center.
- Maintain, or arrange for the maintenance of all technical, mechanical or electronic equipment used in the operation of the Employee Health Center.
- Regularly assess and recommend cost-saving measures while maintaining high quality of care.
- Participate in meetings with the County at the reasonable request of the County.
- Provide newsletter and internet health portal services.
- Maintain practice management system and electronic medical record system.
- Provide customer service line
- Online system for scheduling appointments according to Section
- Provide Medical Supply and Equipment inventory management
- Participate in the County's annual health fair (if applicable)
- Contract for, and be responsible for, disposal of biomedical waste

EXHIBIT C


INVOICE SAMPLES

Monthly, the Admin fee will be invoiced in the following format:

 <p>Treasure Coast Medical Associates, Inc.</p> <h2 style="text-align: center;">Invoice</h2>			
Invoice No: 2165		In account with: Okeechobee County Board of County Commissioners	
		For: Nov 2017 Admin Fee for Health Clinic	
Invoice Date	Invoice Terms	Billing Contact	
10/27/2017	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION	TOTAL	
1	BOCC: \$56.00 X 124	\$6,944.00	
2	Clerk of Court: \$56.00 X 35	\$1,960.00	
3	Supervisor of Elections: \$56.00 x 3	\$168.00	
4	Sheriff: \$56 x 190	\$10,640.00	
5	Property Appraiser: \$56 x 10	\$560.00	
6	Tax Collector: \$56 x 14	\$784.00	
		Balance Due:	\$21,056.00
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

Treasure Coast Medical Associates, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082

Monthly, the pass-through costs will be invoiced in the following format:

 Treasure Coast Medical Associates, Inc. <h2 style="text-align: center;">Invoice</h2>			
Invoice No: 9999		In account with: BOCC	
		Pass Through: Labs and Meds: Mar 2018	
Invoice Date	Invoice Terms	Billing Contact	
4/15/2018	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>	
<b>County Commissioner</b>			
1	Meds Dispensed/ Labs Ordered	\$1,053.26	
	Less Start-up Deposit remaining	(\$475.38)	
	Amount Due/(Credit to roll forward)	\$577.88	
<b>County Clerk of Court</b>			
2	Meds Dispensed/ Labs Ordered	\$63.51	
	Less Start-up Deposit remaining	(\$214.50)	
	Amount Due/(Credit to roll forward)	(\$150.99)	
<b>Supervisor of Elections</b>			
3	Meds Dispensed/ Labs Ordered	\$102.56	
	Less Start-up Deposit remaining	(\$254.95)	
	Amount Due/(Credit to roll forward)	(\$152.39)	
<b>Sheriff</b>			
3	Meds Dispensed/ Labs Ordered	\$2,013.56	
	Less Start-up Deposit remaining	(\$826.54)	
	Amount Due/(Credit to roll forward)	\$1,187.02	
<b>Property Appraiser</b>			
3	Meds Dispensed/ Labs Ordered	\$102.56	
	Less Start-up Deposit remaining	(\$254.95)	
	Amount Due/(Credit to roll forward)	(\$152.39)	
<b>Tax Collector</b>			
3	Meds Dispensed/ Labs Ordered	\$68.62	
	Less Start-up Deposit remaining	(\$105.35)	
	Amount Due/(Credit to roll forward)	(\$36.73)	
		Balance Due:	\$1,272.40
<b>ADDRESS</b>	<b>PHONE</b>	<b>FAX</b>	<b>WEB</b>
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

Each invoice will be supported with a listing of the meds dispensed/labs ordered for each constituency.

Treasure Coast Medical Associates, Inc.  
 3405 NW Federal Highway  
 Jensen Beach, FL 34957  
 (772) 692-8082

**EXHIBIT D**

**ESTIMATED START UP COSTS**

The only start-up cost required is that which will fund the purchase of the initial pharmaceutical supply.

The estimate of this is \$7,500. This amount shall be drawn down as the meds are dispensed and the labs ordered each month.

**EXHIBIT E**

**OPERATING HOURS SCHEDULE**

1. Hours of Operation:

The hours of operation at the time of execution of this agreement are set as follows.

Monday	8:00 am – 7:00 pm
Tuesday	8:00 am – 7:00 pm
Wednesday	8:00 am – 7:00 pm
Thursday	8:00 am – 7:00 pm
Friday	8:00 am – 7:00 pm
Saturday	8:00 am – 3:00 pm
Sunday	9:00 am – 3:00 pm

2. Holidays:

The Employee Health Center maybe closed on the following holidays:

- From 1:00 pm on New Year’s Eve,
- New Year’s Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day,
- From 1:00 pm on Christmas Eve, and
- Christmas Day.

3. As mutually agreed by both parties, adjustments which satisfy patients/employees can be made to this schedule.

**EXHIBIT F**

**REIMBURSABLE OPERATING EXPENSES**

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required.

**EXHIBIT G**

**REPORTING REQUIREMENTS**

<b>Frequency</b>	<b>Data Reported</b>
Monthly	Details of available Employee Health Center hours – data including clinic hours and available appointment/patient visits
Monthly	Number of visits each week. This data should include type of visit (Provider, Nurse only) and will compare the number of visits to the available visits to the Employee Health Center.
Monthly	Patient Demographics (age and gender of patients) categorized by covered: <ul style="list-style-type: none"><li>• Employees,</li><li>• Dependent Spouses,</li><li>• Dependent Children, and where applicable,</li><li>• Retirees</li></ul>
Monthly	Types of visits - this data should show total number of visits and percentages for: <ul style="list-style-type: none"><li>• Workers compensation injuries,</li><li>• Wellness type visits, and</li><li>• Episodic/acute care.</li></ul>
Monthly	Immediate (at time of appointment) patient satisfaction survey
Annually	Aggregate Patient Survey Results

**EXHIBIT H  
Physical Form**



Treasure Coast Medical Associates, Inc.

**TCMAi Physical**

Employee Name: \_\_\_\_\_ Exam Date: \_\_\_\_\_

1. M / F    2. Height: \_\_\_\_\_    3. Weight: \_\_\_\_\_    4. Blood Pressure: \_\_\_\_\_

5. Temperature: \_\_\_\_\_ Oral / Tympanic    6. Resting Pulse: \_\_\_\_\_

7. Visual Acuity: Corrected / Not Corrected    Right: \_\_\_\_\_ Left: \_\_\_\_\_ Both: \_\_\_\_\_

Physical Examination

	Normal	Abnormal
Field of Vision		
Auditory Acuity		
Head: Eyes, Ears, Nose, Throat, Neck, and Thyroid		
Heart/EKG		
Lungs/Thorax		
Abdomen		
Skin		
Neurologic		
Spine		
Extremities		
Urinalysis		
Complete Blood Count		
Blood Chemistry Panel		
Tuberculosis Skin Test		
Hepatitis Test		
Color Perception		

I hereby attest that I have examined the above-named employee and find him/her capable of performing the essential functions of their job.

I hereby attest that I have examined the above-named employee and find him/her not capable of performing the essential functions of their job.

Physician Name: \_\_\_\_\_ Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3405 NW Federal Hwy, Jensen Beach, FL 34957  
(Ph.) 772-692-8082 (Fax) 772-232-9383

*Treasure Coast Medical Associates, Inc.  
3405 NW Federal Highway  
Jensen Beach, FL 34957  
(772) 692-8082*



## AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

**WHEREAS, OKEECHOBEE COUNTY, 312 N.W. 3rd Street, Okeechobee, Florida 34972**, a political subdivision of the State of Florida, entered into an agreement dated September 26, 2017, a copy of which is attached hereto, with **TREASURE COAST MEDICAL ASSOCIATES, INC. ("TCMA"), 3405 N.W. Federal Highway, Jensen Beach, Florida 34957**, a Florida Corporation, to provide medical services for the County; and

**WHEREAS, the CITY OF OKEECHOBEE ("City"), 55 S.E. 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974**, a Florida Municipal Corporation has the legal authority under Chapter Two, Section 2-289 of the City of Okeechobee Code of Ordinances to "piggyback" onto a contract procured pursuant to Florida Statute §287.057 by another governmental entity when seeking to utilize the same or similar products or services provided for in the said Contract; and

**WHEREAS, the City** desires to "piggyback" onto the above referenced Contract between Okeechobee County, Florida and **TCMA** for utilization of the same or similar products or services ("**Work**").

**NOW THEREFORE**, having found it to be in the public interest,

1. That **TCMA** affirms and ratifies the terms and conditions of the above referenced Contract with Okeechobee County, Florida and agrees to provide or perform services set forth therein for the **City** in accordance with the same terms of said Contract, the terms of which are fully incorporated herein, which are binding on the parties, and as more specifically set forth in the attached exhibit(s).
2. The **City** agrees to utilize the services or products of **TCMA** in a manner and upon the terms and conditions as set forth in the Contract between Okeechobee County, Florida and **TCMA**, which is for the provision of quality health care and improve wellness among employees through the provision of central services at the Employee Health Center located at 305 East North Park Street, Okeechobee, Florida (TCMA Urgent Care Okeechobee).
3. That this Agreement contemplates administrative and functional amendments to the **TCMA** Contract with Okeechobee County, Florida, Section 9.2, such as designated persons and address for notifications and contact between the **City** and **TCMA** which may be accomplished by separate letter of understanding between the **City** and **TCMA**. Presently, all contact and notifications to the **City** shall be: Marcos Montes De Oca, City Administrator, with copies to: India Riedel, Finance Director, 55 S.E. 3<sup>rd</sup> Avenue, Okeechobee, Florida 34974.
4. **ADDITIONAL COSTS AND SERVICES:** Covered employees are described in Section 2.1 of the Contract. This Contract between the **City** and **TCMA** provides for cost of services for each employee for the **City**, and for those employees who have elected to add family members on their **City** health insurance plan, each additional insured dependent in the family and **City** retirees, are also entitled to the provision of services of **TCMA**, at no additional cost. In addition, **TCMA** will provide its services under the Contract to dependents of employees who are not on the **City** insurance plan, billed at a discount in fees and costs as determined by **TCMA**. Further, occupational related medical services (i.e. workers compensation cases) shall be provided to employees under the terms set forth in Section 1.1 of the Contract, and at a cost to be determined, but represented to be approximately ten percent (10%) less than current **City** costs for such services.
5. **PASS THROUGH EXPENSES:** The **City** shall not be required to place an advance deposit with **TCMA** as does Okeechobee County in Exhibit "D" of the Contract, for the provision of prescription drugs. All prescription medications, as well as lab work, shall be provided at cost to patients on a pass through

basis, and invoiced separately to the **City**. These costs shall be in addition to the total monthly base costs set forth in the **City** pricing proposal (Exhibit A).

6. **TERMINATION:** As provided in Section 3.2 of the **TCMA** Contract.
7. **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. 3<sup>rd</sup> Avenue  
Okeechobee, FL. 34972  
(863) 763-3372 ext. 9814  
lgamiotea@cityofokeechobee.com**

Subject to state and Federal privacy laws protecting and relating to release of medical records, reports and findings, the **Contractor/TCMA** 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.

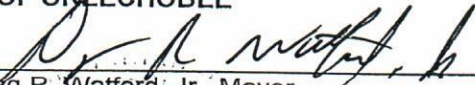
- b. If the **Contractor** does not comply with the request of the **City** for the records, the **City** shall enforce the contract provisions in accordance with the contract.
- c. If the **Contractor** fails to provide the public records to the **City** within a reasonable time, the **Contractor** 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.

Approved by the City of Okeechobee City Council this 3rd day of October, 2017.

CITY OF OKEECHOBEE

  
 \_\_\_\_\_  
 Dowling R. Watford, Jr., Mayor

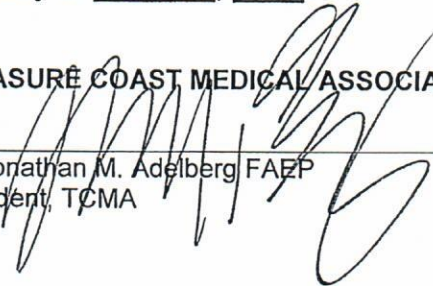
ATTEST:

  
 \_\_\_\_\_  
 Lane Gamioatea, CMC, City Clerk

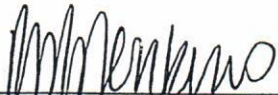
REVIEWED FOR LEGAL SUFFICIENCY:

  
 \_\_\_\_\_  
 John R. Cook, City Attorney

TREASURE COAST MEDICAL ASSOCIATES, INC.

  
 \_\_\_\_\_  
 Dr. Jonathan M. Adelberg FAEP  
 President, TCMA

STATE OF FLORIDA  
 COUNTY OF Okeechobee

  
 \_\_\_\_\_  
 NOTARY PUBLIC, State of Florida

The foregoing was executed before me this 12th day of October, 2017, by Dr. Jonathan M. Adelberg, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation.

Seal/stamp:



# Exhibit "A"



*Treasure Coast Medical Associates, Inc.*

## City of Okeechobee Employee Health Program Pricing Proposal

### Assumptions:

1. Monthly, the City will be billed for Administrative Fees & Reimbursable Expenses for Staffing.
2. Lab Costs: Fees for Labs will be billed quarterly.
3. Medication Costs: **To Be Discussed**
4. This Pricing Proposal covers Employee Health Services. Occupational Services will be addressed separately, outside this proposal.

Administrative Fees & Reimbursable Expenses includes all Fees and Expenses outlined in this Proposal.

### Monthly Administrative Fee:

- PEPM at \$17 PEPM; Employee count to be provided monthly by City.

### Monthly Reimbursable Expenses:

- Staffing allocated at a flat monthly fee of \$1,500.

### Quarterly Reimbursable Expenses

- All labs drawn/processed
- Medications: **Based on outcome of discussion**

### Example of Monthly Invoice (based on 63 Eligible Employees):

<u>Admin Fee</u>	
PEPM – 63 Eligible Employees	\$ 1,071
<u>Reimbursable Expenses:</u>	
Staffing Allocation	\$ 1,500
Total Monthly Invoice Amount:	<u>\$ 2,571</u>



**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*

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## MEMORANDUM

TO: Mayor Watford and City Council

FROM: Marcos Montes De Oca, P.E., City Administrator 

Re: Animal Control Services

DATE: November 9, 2020

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Please find the attached agreement with the Okeechobee County Sheriff's Office to provide animal control services. The Agreement provides the animal control and related services to the City with a cost-controlled average of the preceding 3 years. This allows for better budgeting while continuing to provide the service to the citizens of the City. Approximate costs will be \$65,000-\$70,000 for this budget year. This amount is contained within our budget.



## **INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered into by and between the Sheriff of Okeechobee County, Florida, hereinafter referred to as "SHERIFF", and THE CITY OF OKEECHOBEE, FLORIDA, a Florida municipal corporation, by and through its City Council, pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

### **WITNESSETH**

WHEREAS, the Sheriff and City both have the authority to provide for animal control services for the residents, businesses and facilities within its respective jurisdictions; and

WHEREAS, the Sheriff and City are both desirous of providing animal control services at the most economical rate possible consistent with state law and the humane treatment of stray and unwanted animals; and

WHEREAS, the Sheriff and the City have the power to enter into agreements with other governmental agencies within their respective boundaries for joint performance, or the performance by one unit on behalf of the other, or any of either agency's authorized functions; and

WHEREAS, the Municipal Home Rule Powers Act grants the City all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services except when expressly prohibited by Law; and

WHEREAS, the Sheriff and City have the authority to enter into agreements with other persons to undertake to fulfill some or all of their respective responsibilities for the provision of animal control services; and

WHEREAS, the Sheriff and City deem it to be in the best interest of the public health, safety and welfare enter into an interim Interlocal Agreement for the humane collection, housing, maintenance, observation, and disposition of stray, abandoned, and nuisance animals pending selection of a new vendor.

NOW, THEREFORE, in consideration of the premises and of the terms, conditions and covenants herein contained, it is agreed by and between the parties hereto, as follows:

### **SECTION I**

#### **ANIMAL CONTROL SERVICES**

1.1 *Unified Services.* THAT upon the effective date of this Agreement there shall be one unified institution for the provision of Animal Control Services within the City of Okeechobee. This institution shall be the Sheriff of Okeechobee County which shall administer and enforce Chapter 4 of the City of Okeechobee, Code of Ordinances.

1.2 *Duties.* THAT the Sheriff shall provide the following services within the geographical boundaries of the City of Okeechobee, Florida:

- (a) Caging for observation of animals in bite situations arising within the incorporated and unincorporated areas of the City or injury by dangerous dogs as defined by Chapter 767, Florida Statutes.
- (b) Pick up dogs and cats from residents and/or any animal running at-large in the City.
- (c) Provide for the collection, apprehension, caging and maintenance pending disposition of strays, diseased, injured animals, unwanted animals or animals in violation of either state statute or City ordinance.
- (d) Provide Reasonable first aid as appropriate to alleviate suffering of any sick, diseased or injured animal, including euthanasia, as provided for in Sections 828.05 and 828.058, Florida Statutes.
- (e) Dispose of any animals euthanized or expiring in the care, custody or control of the Sheriff in accordance with all applicable state statutes, regulations and City ordinances.
- (f) Maintain the Animal Control facility and the animals contained therein twenty-four hours per day, seven days per week.
- (g) Perform the duties of an animal control officer as set forth in City Ordinance and Florida Statutes.
- (h) Pick up any dead animals along City and County rights-of-way if the respective city public works department is unavailable for services.
- (i) Provide any needed items, equipment, materials and personnel to perform the services contemplated by this agreement

1.3 *Certificates.* THAT the Sheriff shall issue license certificates for dogs and cats and shall account for and remit monthly to the City a summary of certificates issued and a Summary of the fines collected. The Sheriff is hereby designated as the authorized agent of the City for the purposes of issuing certificates for dogs and cats as required by the City of Okeechobee, Code of Ordinances and/or State law and to further collect the established fee for said license certificates. Prior to the issuance of any certificate, the Sheriff shall determine that all requirements have been satisfied by the applicant for such license certificate before same is issued.

1.4 *Humane Treatment.* THAT all caging and maintenance of animals governed by this Agreement shall be in a sanitary and humane manner. Further, the Sheriff shall comply with all state



statutes, regulations and City ordinances pertaining to animal control, animal shelters, and to the humane treatment and disposition of animals as defined by Section 828.02, Florida Statutes.

1.5 *Necessary Permits*. THAT the Sheriff shall obtain any federal, state, City licenses and permits necessary for it to discharge its responsibilities under this Agreement.

1.6 *Euthanasia*. THAT euthanasia of animals as permitted herein shall be in compliance with Chapter 828, Florida Statutes. The persons named in paragraph 1.9, below shall be deemed to be appointed an "Agent" of the City within the meaning of said Chapter. The Sheriff shall have the full authority to euthanize in its discretion animals as provided for in Chapter 828, Florida Statutes.

1.7 *Hours of Operation*. THAT the Animal Control Facility shall be open and available to the general public during normal business hours which shall include, as a minimum, Monday through Friday, 9:00 a.m. to 5:00 p.m., Eastern time. Collection services shall be provided at a minimum Monday through Friday, from 8:00 a.m. to 5:00 p.m., Eastern time. Temporary changes to the hours of operation may be made in the sole discretion of the Sheriff to address Sheriff's operational needs.

1.8 *Payment*. THAT the City shall compensate the Sheriff for the services described herein, based upon the amount set by the Sheriff based upon the three year average of most recent preceding three year actual cost divided into four (4) quarterly payments. (The first quarter to include retroactive months of October, November and December of calendar year 2020. Payment shall be made in arrears in quarterly payments thereafter within 15 business days upon presentation of invoices, expense detail and a detailed activity log to the City finance office by the Sheriff.

1.9 *Animal Control Officer*. THAT the City hereby designates the Current Sheriff of Okeechobee County as the City of Okeechobee Animal Control Officer. Execution of this Agreement by the City, constitutes the City's agreement and ratification of this designation. Thereafter, the designated Animal Control Officer or Officers shall be authorized to enforce the animal control Ordinances of the City of Okeechobee. The Sheriff shall be permitted to designate either additional or substitute animal control officer(s).

1.10 *Records*. THAT the Sheriff shall maintain records of all accounts, invoices for reimbursable expenses, books, accounting procedures and practices, and supporting documentation for any activities related to this Agreement, including activity logs documenting complaints and the disposition of those complaints, for a period of three years from completing performance of this Agreement. Such records shall be sufficient to permit a proper pre and post audit in accordance with generally accepted governmental accounting standards and to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in accordance with generally accepted accounting standards for performance under this Agreement. Such examination shall include inspection at all reasonable times of the Sheriff's facilities, or such parts thereof, as may be engaged in the performance of this Agreement.

1.11 *Operations*. The Sheriff shall have the sole and absolute discretion to determine the manner and time in which to meet Sheriff's animal control duties hereunder; nothing contained herein shall in any way limit the independence of discretion of the Sheriff.

## SECTION II

## MISCELLANEOUS

2.1 *Term and Effective Date.* The term of this Interlocal Agreement shall commence upon the approval by both the Sheriff and the City Council and shall continue for a term of one year and may be renewed for successive one year periods upon approval by both governing bodies.

2.2 *Implementation Date.* The implementation date shall be October 1, 2020.

2.2 *Termination.* This Agreement may be terminated for any reason by either party upon not less than thirty (30) days written notice to the other party.

2.3 *Recording.* A completely executed copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in Okeechobee County.

2.4 *Obligations.* Obligations under this Agreement are not an indebtedness of the Sheriff or City. The respective obligations of each party hereto under this Agreement shall not be an indebtedness within the meaning of any constitutional, statutory, charter or ordinance provision or limitation of any party hereto. Neither of the parties hereto are obligated to pay or cause to be paid any amounts due under this Agreement except in the manner provided herein, and the faith and credit of any party hereto is not pledged to the payment of any amount due under this Agreement his agreement shall not require any party hereto to levy or penalties whatsoever further payment of any amount due under this Agreement.

2.5 *Relationship of the Parties.* Except as set forth herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

2.6 *Assignment.* This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

2.7 *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Florida.

2.8 *Construction.* Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or role of construction would be inappropriate contrary to the intent of the parties.

2.9 *Notices.* All notices, consents, or other communications required, permitted or otherwise delivered under this Agreement, except correspondence and transmittals relating to specific

development orders and permits, shall be in writing and shall be delivered either by hand with proof of delivery or certified mail, return receipt requested, postage prepaid, or if an email address is provided below, through electronic medium with electronic confirmation, to the parties at the addresses indicated below:

2.10 Inner Workings. Animal Control Services will be managed through a Sheriff's Office Road Patrol Lieutenant or other designee of the Sheriff. Should problems of any kind arise between the Sheriff's Office and the Okeechobee City Police Department, The Sheriff's Office Lieutenant or designee and the Okeechobee City Police Department Lieutenant will work together to solve these problems before taking these issues to the next higher level should a resolution not be able to be completed.

As to Sheriff: Sheriff Noel Stephen  
Okeechobee County, Florida  
504 N.W. 4th Street  
Okeechobee, Florida 34972

With copy to: Adam Fetterman, Esquire  
General Counsel for Sheriff  
1231 SW Sunset Trail  
Palm City, Florida 34990  
fettermanfirm@gmail.com

As to City: City Administrator  
City of Okeechobee  
55 S.E. 3rd Avenue  
Okeechobee, Florida 34972

With copy to: John Fumero, Esquire  
City Attorney  
55 S.E. 3<sup>rd</sup> Avenue

Changes in the respective addresses of the parties may be made from time to time by either party by notice to the other party given by mail. Notices given in accordance with this section shall be deemed to have been given five (5) business days after the date of mailing; notices and consents given by any other means shall be deemed to have been given when received.

2.11 *Incorporation of Agreements.* This document supersedes any prior negotiations correspondence, conversations, agreements, or understandings applicable to the matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the governing bodies of the parties and filed with the Clerk of the Circuit Court of Okeechobee County.

2.12 *Severability.* In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented or otherwise affected by such action, remain in full force and effect.

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

As to the City:

Attest: \_\_\_\_\_ Dowling R. Watford, Jr. Mayor

\_\_\_\_\_ Lane Gamiotea, CMC, City Clerk

Date: \_\_\_\_\_

Reviewed for Legal Sufficiency: \_\_\_\_\_ John J. Fumero, City Attorney

As to the Sheriff:  Noel E. Stephen

Date: 10/29/20






**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
Phone: (863)763-3372  
[www.cityofokeechobee.com](http://www.cityofokeechobee.com)

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

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## MEMORANDUM

TO: Mayor Watford and City Council

FROM: Marcos Montes De Oca, P.E., City Administrator 

Re: CSX Maintenance Agreement for installation of traffic signal

DATE: November 9, 2020

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Please find the attached maintenance agreement from CSX as required for the installation of the new signal at North 9<sup>th</sup> Street and Highway 441. The agreement is to note the signals will be synchronized with the signal for safety and that the City will be the operating entity, as with all signals within the City.

The majority of the agreement is between CSX and FDOT with the City named as the operational entity once completed.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**SYNCHRONIZATION OF GRADE CROSSING**  
**TRAFFIC CONTROL DEVICES - MUNICIPAL**

725-090-31  
RAIL  
OGC - 02/14

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44711015701	SR 15 / US 441	OKEECHOBEE	2 (91020-2201)	N/A

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of Virginia \_\_\_\_\_, with its principal place of business in the City of Jacksonville \_\_\_\_\_, County of Duvall \_\_\_\_\_, State of Florida \_\_\_\_\_, hereinafter called the COMPANY; and the City of Okeechobee \_\_\_\_\_ a municipal corporation of the State of Florida, hereinafter called the CITY.

WITNESSETH:

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on SR 15 / US 441 \_\_\_\_\_ which crosses the COMPANY'S Mile Post SX 908.78 \_\_\_\_\_, being FDOT/AAR Crossing Number 628062L \_\_\_\_\_ designated by the DEPARTMENT as Financial Project ID 44711015701 \_\_\_\_\_ in or near Okeechobee \_\_\_\_\_, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing; and

WHEREAS, the DEPARTMENT and CITY hereto, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended, and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code, as amended; and

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:



1. The COMPANY, at DEPARTMENT'S expense, will furnish a preemption synchronization circuit of the "closed loop fail safe design principle" to a common cable junction box, hereinafter called "synchronization devices", at or near COMPANY'S right-of-way-line.

2. The DEPARTMENT, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will terminate the connecting cable from the highway devices at the common cable junction box and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition. For COMPANY'S review, the DEPARTMENT will furnish the COMPANY a written and/or graphic description of the highway traffic signal system, both in operational mode and failed mode.

3. The common cable junction box and inter-connecting cable shall be deemed the property of the CITY and shall be maintained by the CITY. The inter-connecting cable from the common cable junction box to the crossing devices shall be deemed the property of the COMPANY. The parties hereto shall each have access to the common cable junction box in order to perform appropriate maintenance and testing.

4. The DEPARTMENT, at its expense, will construct, and the CITY will upon final acceptance of the installation, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices and/or coordinating facilities of the CITY become inoperative, CITY will notify railroad and restore or repair such devices and/or facilities promptly.

5. The COMPANY, at its expense, will operate and maintain the crossing devices and likewise agrees to give the CITY sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the CITY highway devices. In the event said crossing devices and/or coordinating facilities of the COMPANY become inoperative, COMPANY will notify CITY and restore or repair such devices and/or facilities promptly.

6. Attached hereto, and by this reference made a part hereof, are plans and/or operational design sheets numbered           T-13           as approved by the COMPANY together with specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof (including the common cable junction box) payable to the COMPANY by the DEPARTMENT in the amount of \$   0.00  . All work to be performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, where applicable.

7. The cost of any adjustment, relocation or replacement of said synchronization devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and a third party.

8. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The DEPARTMENT shall promptly reimburse the COMPANY for all actual costs attributable to the project. The actual costs shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, of, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to compensate the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor in accordance with Section 215.422, Florida Statutes.

9. Payment shall be made only after receipt and approval of goods and services unless payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

10. In accordance with Section 287.058, Florida Statutes, the following provisions are included in this Agreement:

If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract manager prior to payments.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit thereof.

Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration

Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

11. In accordance with Section 215.422, Florida Statutes, the following provisions are included in this Agreement:

Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

12. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. In accordance with Section 287.133 2(a), Florida Statutes, the following provisions are included in this Agreement:

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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

14. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

15. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

16. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct

or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

17. If any existing contract exists between the COMPANY and either the CITY, or DEPARTMENT, or third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.

18. This agreement will terminate upon the removal of the aforementioned rail-highway grade crossing or upon removal of either the highway devices or crossing devices.

19. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain a written acceptance of the assignment by the new party of the agreement.

20. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

21. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

22. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

23. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

24. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

25. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Director of Transportation )

CSX TRANSPORTATION, INC.

BY: \_\_\_\_\_

CITY OF Okechobee , FLORIDA

BY: \_\_\_\_\_

Legal Review

BY: \_\_\_\_\_  
Attorney - DOT                      Date

Approved as to Funds Available

BY: \_\_\_\_\_  
Comptroller - DOT                      Date

Approved as to FAPG Requirements

BY: \_\_\_\_\_  
FHWA                      N/A                      Date



**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*

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## MEMORANDUM

TO: Mayor Watford and City Council

FROM: Marcos Montes De Oca, P.E., City Administrator 

Re: WiFi Hotspot Installation and Implementation Project

DATE: November 9, 2020

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Per discussion among several concerned citizens, county officials, city council and the school board, please find the attached information in regard to placing WiFi hotspots in the City Parks. (City Hall park, all of the Flagler Parks and Centennial Park)

The hotspots will assist the school students during this time of virtual school within our community as we have a large demographic which does not have internet or the capability at home. The idea for these areas would be to both have a public access point for all our students online and attract citizens to our parks and related nearby businesses. Approximate costs, which are sought to be reimbursed by CARES, is \$33,000. Aerial locations of the hotspot installation points are also included for council's information.

Staff recommends approval to enter into contract with Verizon under our State Contract Number DMS-10/11-008C in the amount of \$21,173.97 for services and equipment.

Staff also recommends approval to purchase the required remaining materials for construction from K&K Systems in the amount of \$12,097.40, which is the lowest quote obtained by the Public Works Department.

Superintendent  
Ken Kenworthy



# Okeechobee County School Board

863-462-5000

700 S.W. Second Avenue  
Okeechobee, Florida 34974

Fax 863-462-5151

**Chairperson**  
Amanda Riedel  
**Vice Chairperson**  
Melisa Jahner  
**Members**  
Joe Arnold  
Jill Holcomb  
Malissa Morgan

November 3, 2020

Marcos Montes De Oca, P.E.  
City Administrator  
City of Okeechobee  
55 SE 3rd Avenue  
Okeechobee, FL 34974

Marcos,

We are excited to learn of the possibility of CARES dollars being allocated to increase internet access to our city parks. As you know, the school district has increased its dependence on the internet to deliver instruction since COVID shut our schools down in March.

That being said, COVID forced a new way of work. We are dependent on internet access to provide academic instruction, counseling, access to services and therapy. Even though we hope COVID is eradicated soon, this way of work will continue as the new norm.

This year, the School District embarked on a new venture and widely expanded our virtual program offerings. To date, Okeechobee Virtual School has nearly 900 students. Virtual offerings are only as good as your internet service. Some areas of the community have no access. Some areas it is available but not at the robust speed required to show teachers delivering academic content or the ability to utilize resources such as video.

Any expansion of internet access will help us move forward with this new way of work in education. We appreciate your willingness to assist us by increasing access.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Kenworthy".

Ken Kenworthy  
Superintendent of Schools



**Achieving Excellence: Putting Students First!**







**Virtual Learning - Hotspot Installation and Implementation Project**  
 Updated 11/2/2020

<b>Verizon Components</b>		
<i>Hardware</i>		
Cradlepoint Router	\$	1,448.10
Power Adapter (1) for servicing	\$	22.49
Antenna - Outdoor rated	\$	283.78
<i>Annual Service Plan</i>		
20gb aggregate 160 gb total	\$	1,199.88
Content filter and control software	\$	89.88
subtotal	\$	3,044.13
<b>Separate Hardware Components by K &amp; K</b>		
80 watt solar panel	\$	402.83
Side Pole Mounting Bracket	\$	70.58
SL Series cabinet	\$	207.09
Solar Charger Controller	\$	125.35
Back Plate for rack	\$	15.00
Mounting Hardware for Cabinet	\$	88.56
100 amp battery	\$	266.07
15 ft aluminum pole	\$	231.75
4 inch pole cap	\$	21.39
Pedestal base SQ	\$	178.27
Anchor Bolts	\$	71.31
subtotal	\$	1,678.20
<b>Total Per Hotspot</b>	<b>\$</b>	<b>4,722.33</b>
<b>Total Hotspots proposed</b>		<b>7</b>
<b>Estimate Overall Cost of Project</b>	<b>\$</b>	<b>33,056.31</b>



Quote for services – Parks wifi project  
City of Okeechobee  
Verizon Wireless / Jonathan Ostrowicki  
11/3/20 – Quote valid through 11/30/20 – Draft quote  
The below pricing is State of Florida DMS-10/11-008C

Hardware							
Unit	Quantity	Monthly Service Cost/unit	Monthly Service Cost/total	Description	Hardware	Hardware Unit	Hardware total
Cradlepoint	7	n/a	n/a	IBR1700 1200M 1 year Netcloud	MA1-1700120B-NNA	\$1,448.10	\$10,136.70
Power adaptor	1	n/a	n/a	Wall adaptor for testing	4755224	\$22.49	\$22.49
Antenna	7	n/a	n/a	Panorama antenna 5IN1	4979362	\$283.78	\$1,986.46
Antenna Mount	7	n/a	n/a	Not sourced from VZW	N/A	N/A	N/A
NEMA box	7	n/a	n/a	Not sourced from VZW	N/A	N/A	N/A

Service							
Unit	Quantity	Yearly Service Cost/unit	Yearly Service Cost/total	Description	Hardware	Hardware Unit	Hardware total
Data Plan	7	\$1,199.88	\$8,399.16	20Gb aggregate data, 140Gb total	n/a	n/a	n/a
Content Filter	7	\$89.88	\$629.16	Asavie Moda	n/a	n/a	n/a

Totals	
Hardware 1 time purchase cost	\$12,145.65
Yearly data plan with Content filter	\$9,028.32

**Notes:**

- There is no contract for the data plans, they can be disconnected at any time with no penalty.
- All service and hardware listed above is contracted pricing for St of FL. You can source the hardware elsewhere as needed and quote can be adjusted accordingly.
- Antenna mount and NEMA box will need to be sourced separately as we do not sell these directly. Asavie Moda is content filtering that is contracted for St of FL. It is a separate entity that will bill on your Verizon account monthly for simplified billing.

FYI For Park w.f. SOLAR

**K&K Systems**

687 Palmetto Road

Tupelo, MS 38801

[www.k-k-systems.com](http://www.k-k-systems.com)

Components

**QUOTATION**

email: [wkasal@k-k-systems.com](mailto:wkasal@k-k-systems.com)

Phone: 662-372-0164 cell  
662-566-2025

Fax: 662-566-7123

TollFree: 1-888-414-3003

Quotation #: Q201029WK-3

Prepared for: David Allen

Quotation Date: 10/29/2020

Quote Valid: 45 days

Customer Type: Retail

Prepared by: Wayne Kasal

<p><u>Bill To:</u></p> <p>Name: David Allen Company Name: City of Okeechobee Street Address: 55 SE 3rd Avenue Address 2: City, ST ZIP Code Okeechobee, FL 34974 Tel: (863) 763-3926 Cell: Fax: (863) 763-1686 email: <a href="mailto:dallen@cityofokeechobee.com">dallen@cityofokeechobee.com</a></p>	<p><u>Ship To:</u> (Must be filled out Completely)</p> <p>Name: David Allen Company Name: City of Okeechobee Street Address: 500 NW 11th Ave City, ST ZIP Code Okeechobee, FL 34974 Tel and/or Cell: (863) 763-3926 Days open to Deliver: Monday to Thursday Hours to Deliver: 7:00 am to 3:30 pm Is Forklift Available: YES email: <a href="mailto:dallen@cityofokeechobee.com">dallen@cityofokeechobee.com</a></p>
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**Packaging**

Must Select Packaging

**Product**

Qty	Model #	Description	Price Each	Extended Price
8	DS-A1-80	Solar Panel - 80W (47.2L x 20.7W x 1.77D)	\$402.83	\$3,222.64
8	SMSP-80	Side pole mounting bracket for DS-A1-80 (80W) Solar Panel. Includes all hardware.	\$70.58	-\$564.64
8	KKSL241509	SL Series 24" x 15" x 9" cabinet	\$207.09	-\$1,656.72
8	CC-SOLAR30	Solar Charge Controller; 30A 12/24VDC; with LCD display, reverse polarity & short circuit protection	\$125.35	-\$1,002.80
8	BP	Back plate	\$15.00	\$120.00
8	CTR-MB	Mounting hardware per cabinet (if K&K CTR pole not purchased) to include: pole plate with set screw; 1 1/2" nipple; tristud elbow with set screw; rubber washer and box bracket.	\$88.56	-\$708.48
8	BAT-12-100A	100 amp, 12V, AGM battery; Dimensions: 12.16"x6.75"x8.70"	\$266.07	-\$2,128.56
8	PA-15-40	15' Aluminum Pole SCH 40	\$231.75	-\$1,854.00
8	PAC-1	4" Aluminum Pole Cap	\$21.39	-\$171.12
8	PB-BAS-1-PX	Pedestal Base-SQ Alum Base w/1" Extended Neck w/3 SS Set Screws w/door	\$178.27	\$1,426.16
8	PAB-24	3/4 x 24 Anchor Bolts (to include a set of four (4) 3/4" oversized galvanized flat washers)	\$71.31	\$570.48

\$2819.81  
\$494.06  
\$1449.63  
\$877.45  
\$105.00  
\$619.92  
\$1862.49  
\$1622.25  
\$149.73  
\$1247.89  
\$499.17

Special Notes

**Terms of Purchase**

FOB: Tupelo, MS  
Delivery (weeks):  
Warranty: 1 Year Limited Warranty, Factory Depot

Subtotal: \$43,425.60  
Total Shipping Costs: \$350.00  
Taxes:  
GRAND TOTAL: \$13,775.60

Sales Person Signature: Wayne Kasal

Work Order#

Enter  
WO#  
Here

Sales Manager Signature: Timothy Keith

Client PO# Enter PO# Here

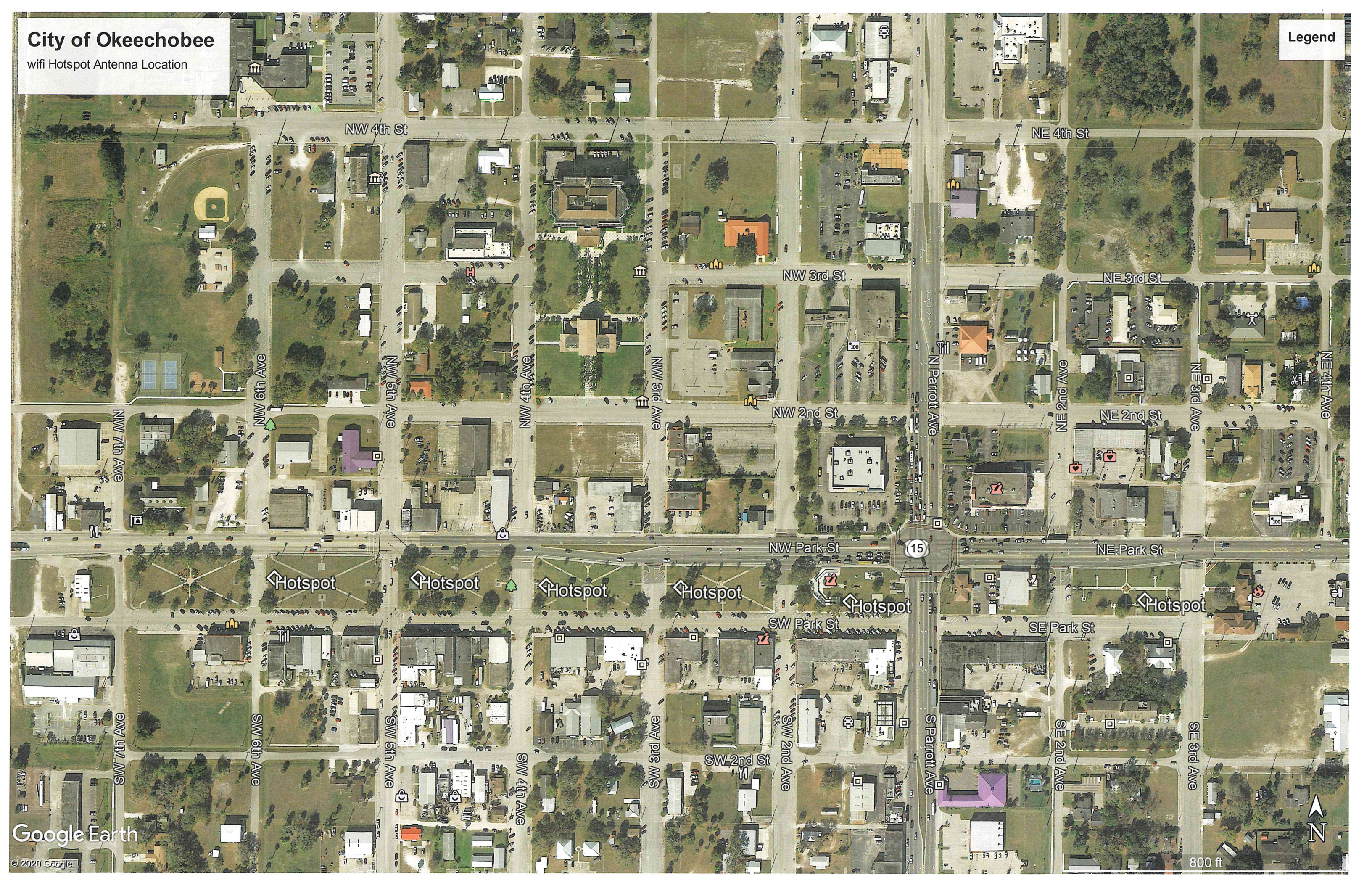
Please note: The above specifications and quotation does not include shipping, permits, or taxes unless otherwise stated. The freight charge is an approximate estimate for your reference; the actual charge may vary. There will be an additional 3% charge on all credit card orders unless otherwise stated.

\*Lead-time committed is based on the date Purchase Order is received by K&K Systems and deposit made and/or credit approved. Lead time is not based on the date quoted.

# City of Okeechobee

wifi Hotspot Antenna Location

Legend



Hotspot

Hotspot

Hotspot

Hotspot

Hotspot

Hotspot

Hotspot



# City of Okeechobee

wifi Hotspot Antenna Location

Legend

SE 4th Ave

SE 5th St

SE 6th Ave

SE 6th St

SE 8th Ave

SE 6th Ct

SE 7th St

Hotspot

SE 8th St

Google Earth

© 2020 Google



500 ft





# MEMORANDUM

To: Mayor & City Council  
From: Marcos Montes De Oca, City Administrator  
India Riedel, Finance Director  
RE: 2020 Fiscal Year End Budget Amendment  
Date: 11/10/2020

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## *BUDGET SUMMARY*

### **Revenue Highlights**

**General Fund revenues budget to EOY, 3.9%, however an actual decrease of \$86,700**

- Ad valorem \$82,800 (2.5%) higher than budget
- Sales Tax Revenue 1 Cent lower than budgeted however \$10,000 higher than the prior year
- Half cent is the opposite (local), \$4,000 lower than the prior year, and \$3,000 more than budgeted
- Building permits/planning/exceptions realized over a \$40,000+ increase in revenues compared to budgeted amounts
- Electric UT higher than budgeted, however \$20,000 less than the prior year
- Fines and Forfeitures, increased significantly for the 2<sup>nd</sup> year
- Additional grant revenue received

### **GF Expenditures**

**Overall operating expenditures within the GF are reporting 8.6% lower than amended budget**

- CRA not performed
- Average fuel cost per gallon, \$2.53 Gas and \$2.15 Diesel,
- Animal control cost increased significantly again this year

**EOY Budget transfer-in from Capital Fund, \$467,898 as compared to \$1.36 million for use within the operational GF.**

City of Okeechobee  
**EOY 2019/2020 BUDGET**  
**GENERAL FUND**  
**RECAPITULATION - REVENUE AND EXPENSES**

	<b>2019/2020</b>	<b>2019/2020</b>
	<b>ADOPTED</b>	<b>Proposed</b>
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501
Roll forward from previous year		
	\$ 4,342,501	\$ 4,342,501

REVENUES		
<b>96% AD VALOREM 7.6018</b>	\$ 2,222,209	\$ 2,305,000
OTHER FEES	\$ 750,100	\$ 826,800
INTERGOVERNMENTAL	\$ 1,721,136	\$ 1,753,480
CHARGES FOR SERVICES	\$ 1,049,100	\$ 1,134,559
FINES, FORFEITURES & PEN	\$ 14,275	\$ 30,175
USES OF MONEY & PROPER	\$ 160,000	\$ 94,400
OTHER REVENUES	\$ 68,164	\$ 75,199
	\$ 5,984,984	\$ 6,219,613

3.9%

TRANSFERS - IN		
Public Facilities Fund (Transfe	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fun	\$ 1,364,070	\$ 467,898
<b>TOTAL REVENUES</b>	<b>\$ 7,699,054</b>	<b>\$ 7,037,511</b>

EXPENDITURES		
LEGISLATIVE	\$ 339,722	\$ 299,952
EXECUTIVE	\$ 250,970	\$ 233,589
CITY CLERK	\$ 282,475	\$ 268,775
FINANCIAL SERVICES	\$ 350,975	\$ 326,445
LEGAL COUNCIL	\$ 170,125	\$ 116,780
GENERAL SERVICES	\$ 551,967	\$ 432,800
LAW ENFORCEMENT	\$ 2,809,734	\$ 2,559,850
FIRE PROTECTION	\$ 1,710,651	\$ 1,588,440
ROAD & STREET FACILITI	\$ 1,232,435	\$ 1,210,880
<b>TOTAL GEN. OPER. EXPENDITURES</b>	<b>\$ 7,699,054</b>	<b>\$ 7,037,511</b>

8.6%

<b>FISCAL YEAR ENDING FUND BALANCE</b>	<b>\$ 4,342,501</b>	<b>\$ 4,342,501</b>
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City of Okeechobee  
EOY 2019/2020 BUDGET

**GENERAL FUND**

**RECAPITULATION - REVENUE AND EXPENSES**

	2019/2020	2019/2020
	ADOPTED	EOY
<b>FUND BALANCE</b>	\$4,342,501	\$4,342,501
Roll Forward from previous year		
	\$ 4,342,501	\$ 4,342,501

**REVENUES**

<b>TAXES:</b>			
311-1000	<b>96% AD VALOREM @ 7.6018</b>	\$2,222,209	\$ 2,305,000
	<b>TOTAL</b>	<b>\$ 2,222,209</b>	<b>\$ 2,305,000</b>

<b>OTHER FEES:</b>			
312-5100	Fire Insurance Premium	\$ 45,800	\$ 52,600
312-5200	Casualty Insurance Prem Tax (Police)	\$ 62,000	\$ 90,300
314-1000	Utility Tax-Electric	\$ 510,000	\$ 542,300
314-4000	Utility Tax/Natural Gas	\$ 29,800	\$ 23,200
314-8000	Utility Tax/Propane	\$ 29,000	\$ 38,300
316-0000	Prof & Business Tax Receipt	\$ 72,500	\$ 70,300
319-0000	Public Service Fee	\$ 1,000	\$ 9,800
	<b>TOTAL</b>	<b>\$ 750,100</b>	<b>\$ 826,800</b>

<b>INTERGOVERNMENTAL REVENUES:</b>			
335-1210	SRS Cigarette Tax	\$ 199,890	\$ 216,000
335-1400	Mobile Home Licenses	\$ 12,000	\$ 16,000
335-1500	Alcoholic Beverage Licenses	\$ 5,300	\$ 7,300
335-1800	1/2 Cent Sales Tax	\$ 383,546	\$ 386,000
312-6000	1 Cent Sales Surtax	\$ 814,800	\$ 808,000
315.0000	Communications Service Tax	\$ 210,000	\$ 225,800
335-2300	Firefighters Supplement	\$ 2,400	\$ 300
337-2000	Public Safety - SRO OCSB	\$ 88,000	\$ 88,000
338-2000	County Business Licenses	\$ 5,200	\$ 6,080
	<b>TOTAL</b>	<b>\$ 1,721,136</b>	<b>\$ 1,753,480</b>

<b>CHARGES FOR CURRENT SERVICES</b>			
322-0000	Building & Inspections Fees	\$ 90,000	\$ 112,010
322-1000	Exception & Zoning Fees	\$ 1,350	\$ 8,685
323-1000	Franchise-Electric	\$ 380,000	\$ 404,200
323-4000	Franchise-Natural Gas	\$ 10,200	\$ 12,100
323-7000	Franchise-Solid Waste	\$ 106,000	\$ 119,500
329-0000	Plan Review Fees	\$ 2,000	\$ 14,500
341-2000	Alley/Street Closing Fees		
341-3000	Map Sales	\$ 25	\$ -
341-4000	Photocopies	\$ 25	\$ -
342-1000	Public Safety - SRO OCA	\$ 75,500	\$ 75,500
343-4010	Solid Waste Collection Fees-Resd.	\$ 384,000	\$ 388,064
	<b>TOTAL</b>	<b>\$ 1,049,100</b>	<b>\$ 1,134,559</b>



City of Okeechobee  
EOY 2019/2020 BUDGET

**GENERAL FUND**

**RECAPITULATION - REVENUE AND EXPENSES**

2019/2020	2019/2020
ADOPTED	EOY

<b>FINES, FORFEITURES &amp; PENALTIES:</b>			
351-1000	Court Fines	\$ 8,000	\$ 23,900
351-2000	Radio Comm. Fee	\$ 4,200	\$ 4,200
351-3000	Law Enforcement Education	\$ 1,000	\$ 1,000
351-4000	Investigation Cost Reimbursement	\$ 925	\$ 925
351-5000	Unclaimed Evidence		
354-1000	Ordinance Violation Fines	\$ 150	\$ 150
	<b>TOTAL</b>	<b>\$ 14,275</b>	<b>\$ 30,175</b>

<b>USES OF MONEY &amp; PROPERTY:</b>			
361-1000	Interest Earnings	\$ 160,000	\$ 94,400
361.3000	Investment Earnings		
364-1000	Surplus City Property		
	<b>TOTAL</b>	<b>\$ 160,000</b>	<b>\$ 94,400</b>

<b>OTHER REVENUES:</b>			
334-2000	Public Safety Grant	\$ -	\$ -
334.5000	Special Purpose Grant (DEO)	\$ 40,000	\$ 47,450
343-9000	DOT Hwy Maint.Landscape/Mowing	\$ 8,700	\$ 8,700
343-9100	DOT Master Traffic Signals Maint.	\$ 15,064	\$ 15,064
343-9200	DOT Maint. Lights & Lights Contract		
366-1000	Other Revenues		
369-1000	Miscellaneous	\$ 2,000	\$ 1,335
369-4000	Code Enforcement Fine	\$ 500	\$ 500
369-5000	Police Accident Reports	\$ 1,900	\$ 2,150
383-0000	Capital Lease Proceeds		
	<b>TOTAL</b>	<b>\$ 68,164</b>	<b>\$ 75,199</b>

<b>OTHER REVENUES AND TRANSFER IN</b>			
		\$ -	\$ -
	Capital Project Improvements (Transfer-In)	\$ 1,364,070	\$ 467,898
	CDBG Fund (Transfer-In)		
381-1000	Public Facilities Improvement (Transfer-In)	\$ 350,000	\$ 350,000
	<b>TOTAL</b>	<b>\$ 1,714,070</b>	<b>\$ 817,898</b>

<b>TOTAL REVENUE &amp; OTHER FUNDING SOURCES</b>	<b>\$ 7,699,054</b>	<b>\$ 7,037,511</b>
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**OPERATING TRANSFERS - OUT**

- Due From CDBG
- Capital Project Building & Improvements
- Capital Project Vehicles
- TRANSFERS OUT

City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: LEGISLATIVE (0511)**

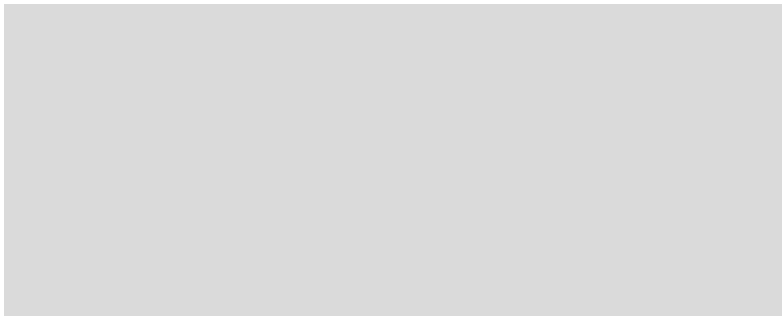
		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 46,100	\$ 46,100
1510	LONGEVITY/SERVICE INCENTIVE		
2100	FICA	\$ 3,600	\$ 3,380
2200	RETIREMENT	\$ 4,600	\$ 4,388
2300	LIFE AND HEALTH INSURANCE	\$ 57,962	\$ 49,100
2400	WORKERS COMPENSATION	\$ 270	\$ 256
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 112,532</b>	<b>\$ 103,224</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: LEGISLATIVE (0511)**

OPERATIONS & SUPPLIES		2019/2020	2019/2020
		ADOPTED	EOY
3100	OTHER CONTRACT SERVICES	\$ 10,000	\$ 10,000
3400	OTHER CONTRACT SERVICES	\$ 100,500	\$ 77,500
4000	TRAVEL AND PER DIEM	\$ 4,000	\$ 1,208
4100	COMM. & FREIGHT	\$ 3,200	\$ 1,605
4500	INSURANCE	\$ 3,850	\$ 3,250
4609	REPAIR & MAINTENANCE	\$ 1,500	\$ 1,950
4901	EDUCATION	\$ 2,000	\$ 250
4909	MISCELLANEOUS	\$ 2,000	\$ 1,100
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,200	\$ 925
8100	SHARED SERVICES	\$ 8,940	\$ 8,940
8200	AID TO PRIVATE ORGANIZATIONS		
8202	LOCAL COMMUNITY REQUEST	\$ 50,000	\$ 50,000
559-8300	COMPETITIVE FL PARTNERSHIP GRAN	\$ 40,000	\$ 40,000
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 227,190</b>	<b>\$ 196,728</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 339,722</b>	<b>\$ 299,952</b>



City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: EXECUTIVE (0512)**

PERSONNEL COST:		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 113,100	\$ 113,000
1200	REGULAR SALARIES	\$ 48,100	\$ 47,900
1510	LONGEVITY/SERVICE INCENTIVE	\$ -	\$ -
2100	FICA	\$ 12,100	\$ 12,600
2200	RETIREMENT	\$ 15,900	\$ 15,150
2300	LIFE AND HEALTH INSURANCE	\$ 23,300	\$ 23,200
2400	WORKERS COMPENSATION	\$ 930	\$ 870
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 213,430</b>	<b>\$ 212,720</b>

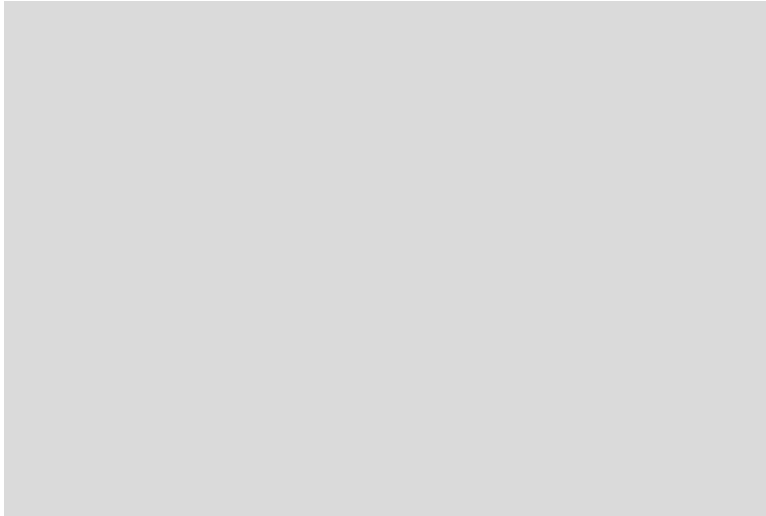
City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: EXECUTIVE (0512)**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
4000	TRAVEL AND PER DIEM	8900	1400
4100	COMM. & FREIGHT	4200	3300
4400	RENTALS & LEASES	4100	2920
4500	INSURANCE	4580	4163
4600	R&M VEHICLES	1700	2050
4609	R&M EQUIPMENT	2150	2950
4901	EDUCATION	2860	400
4909	MISCELLANEOUS	500	260
5100	OFFICE SUPPLIES	800	250
5200	OPERATING SUPPLY	2200	310
5201	FUEL AND OIL	3800	1390
5400	BOOKS, PUBLICATIONS, ETC	1750	1476
6400	EQUIPMENT (\$750 OR MORE)		
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 37,540</b>	<b>\$ 20,869</b>

<b>GRAND TOTAL FOR DEPARTMENT</b>	<b>\$ 250,970</b>	<b>\$ 233,589</b>
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City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: CLERK OFFICE (2512)**

PERSONNEL COST:

		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 69,300	\$ 68,100
1200	REGULAR SALARIES	\$ 69,474	\$ 64,500
1300	OTHER SALARIES	\$ -	\$ 350
1400	OVERTIME	\$ 850	\$ 850
1510	LONGEVITY/SERVICE INCENTIVE	\$ -	\$ -
2100	FICA	\$ 10,525	\$ 9,990
2200	RETIREMENT	\$ 13,760	\$ 12,590
2300	LIFE AND HEALTH INSURANCE	\$ 34,490	\$ 32,300
2400	WORKERS COMPENSATION	\$ 1,276	\$ 850
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 199,675</b>	<b>\$ 189,530</b>

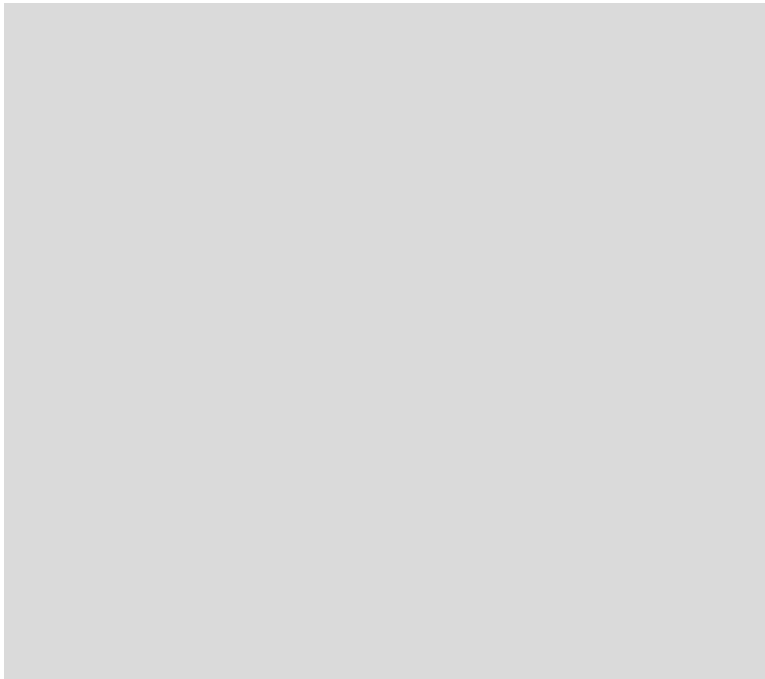
City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: CLERK OFFICE (2512)**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
3103	MUNICIPAL CODE	\$ 7,775	\$ 7,775
3400	OTHER CONTRACTUAL SERVICES	\$ 21,300	\$ 22,500
4000	TRAVEL AND PER DIEM	\$ 5,000	\$ 1,630
4100	COMM. & FREIGHT	\$ 2,310	\$ 2,100
4500	INSURANCE	\$ 6,200	\$ 5,730
4609	R&M EQUIPMENT	\$ 10,715	\$ 9,200
4900	ADVERTISING/OTHER CHARGES	\$ 18,000	\$ 21,540
4901	EDUCATION	\$ 2,375	\$ 1,050
4909	MISCELLANEOUS/ELECTION	\$ 2,950	\$ 2,820
5100	OFFICE SUPPLIES	\$ 3,500	\$ 2,850
5400	BOOKS, PUBLICATIONS, ETC	\$ 2,675	\$ 2,050
6400	EQUIPMENT (\$750 OR MORE)	\$ -	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 82,800</b>	<b>\$ 79,245</b>

<b>GRAND TOTAL FOR DEPARTMENT</b>	\$ 282,475	\$ 268,775
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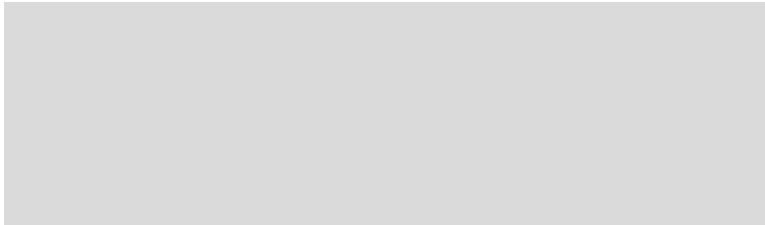


City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: LEGAL SERVICES (0514)**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
2300	HEALTH INSURANCE	\$ 2,675	\$ 2,675
3100	PROFESSIONAL SERVICES	\$ 112,800	\$ 87,500
3300	LEGAL COST	\$ 50,500	\$ 25,800
4000	TRAVEL AND PER DIEM	\$ 1,000	\$ -
4100	COMM. AND FREIGHT SERVICES	\$ 800	\$ 150
4609	R&M EQUIPMENT	\$ 800	\$ 575
4901	EDUCATION	\$ 750	\$ 80
5100	OFFICE SUPPLIES	\$ 300	\$ -
5400	MEMBERSHIP & SUBSCRIPTIONS	\$ 500	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 170,125</b>	<b>\$ 116,780</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 170,125</b>	<b>\$ 116,780</b>





City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: FINANCE DEPARTMENT (0513)**

PERSONNEL COST:		2019/2020	2019/2020
		ADOPTED	PROPOSED
1100	EXECUTIVE SALARIES	\$ 65,500	\$ 65,350
1200	REGULAR SALARIES	\$ 81,520	\$ 82,100
1510	LONGEVITY/SERVICE INCENTIVE	\$ -	\$ -
2100	FICA	\$ 11,300	\$ 10,050
2200	RETIREMENT	\$ 14,600	\$ 13,700
2300	LIFE AND HEALTH INSURANCE	\$ 36,100	\$ 35,900
2400	WORKERS COMPENSATION	\$ 990	\$ 900
2500	UNEMPLOYMENT TAXES		
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 210,010</b>	<b>\$ 208,000</b>

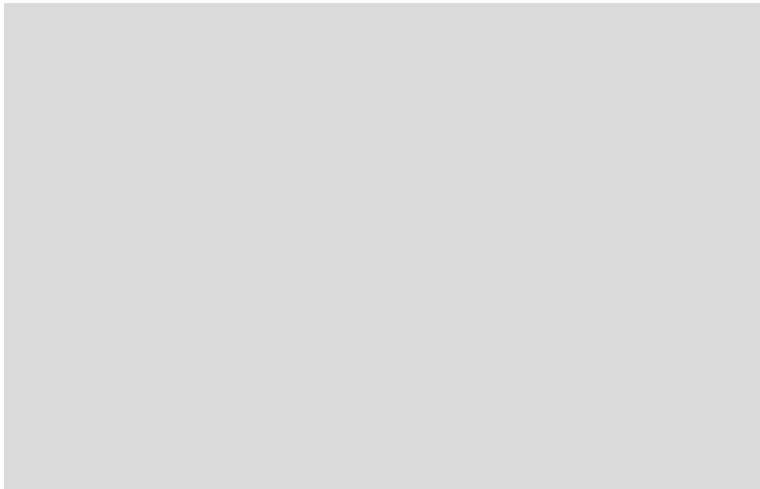
City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: FINANCE DEPARTMENT (0513)**

		2019/2020	2019/2020
		ADOPTED	EOY
3200	ACCOUNTING & AUDIT	\$ 40,300	\$ 36,800
3400	OTHER CONTRACTUAL SERVICES	\$ 49,400	\$ 42,900
4000	TRAVEL AND PER DIEM	\$ 2,200	\$ 200
4100	COMM. & FREIGHT	\$ 2,920	\$ 2,140
4500	INSURANCE	\$ 7,795	\$ 7,380
4609	R&M EQUIPMENT	\$ 19,300	\$ 12,100
4901	EDUCATION	\$ 950	\$ 400
4909	MISCELLANEOUS	\$ 750	\$ -
5100	OFFICE SUPPLIES	\$ 1,200	\$ 1,750
5200	OPERATING SUPPLY	\$ 15,650	\$ 14,600
5400	BOOKS, PUBLICATIONS, ETC	\$ 500	\$ 175
6400	EQUIPMENT (\$750 OR MORE)		
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 140,965</b>	<b>\$ 118,445</b>

<b>TOTAL COST:</b>	<b>\$ 350,975</b>	<b>\$ 326,445</b>
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City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: GENERAL SERVICES (0519)**

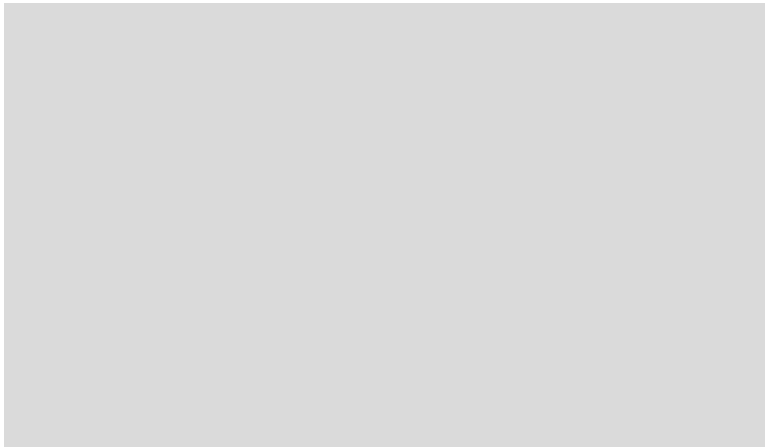
PERSONNEL COST:		2019/2020	2019/2020
		ADOPTED	EOY
1200	REGULAR SALARIES	\$ 114,230	\$ 105,900
1300	OTHER SALARY		
1400	OVERTIME		
1510	LONGEVITY/SERVICE INCENTIVE		
2100	FICA	\$ 8,900	\$ 8,070
2200	RETIREMENT	\$ 11,680	\$ 9,660
2300	LIFE AND HEALTH INSURANCE	\$ 34,470	\$ 31,000
2400	WORKERS COMPENSATION	\$ 1,070	\$ 950
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 170,350</b>	<b>\$ 155,580</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: GENERAL SERVICES (0519)**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
3100	PROFESSIONAL SERVICES	\$ 191,200	\$ 115,500
3400	OTHER CONTRACTUAL SERVICES	\$ 104,260	\$ 97,500
4000	TRAVEL AND PER DIEM	\$ 4,960	\$ 2,675
4100	COMM. & FREIGHT	\$ 3,740	\$ 2,150
4300	UTILITIES	\$ 9,100	\$ 8,570
4400	RENTALS AND LEASES	\$ 3,844	\$ 3,700
4500	INSURANCE	\$ 22,400	\$ 21,600
4600	R&M VEHICLES	\$ -	\$ -
4609	R&M BUILDING & EQUIPMENT	\$ 32,513	\$ 16,700
4901	EDUCATION	\$ 700	\$ -
4909	MISCELLANEOUS	\$ 1,000	\$ 400
5100	OFFICE SUPPLIES	\$ 3,100	\$ 3,200
5200	OPERATING SUPPLY	\$ 1,600	\$ 1,575
5201	FUEL AND OIL	\$ -	\$ -
5204	POSTAGE & SUPPLIES	\$ 3,000	\$ 3,650
5400	BOOKS, PUBLICATIONS, ETC	\$ 200	\$ -
6400	EQUIPMENT (\$750 OR MORE)		
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 381,617</b>	<b>\$ 277,220</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 551,967</b>	<b>\$ 432,800</b>



City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: POLICE DEPARTMENT (0521)**

PERSONNEL COST:

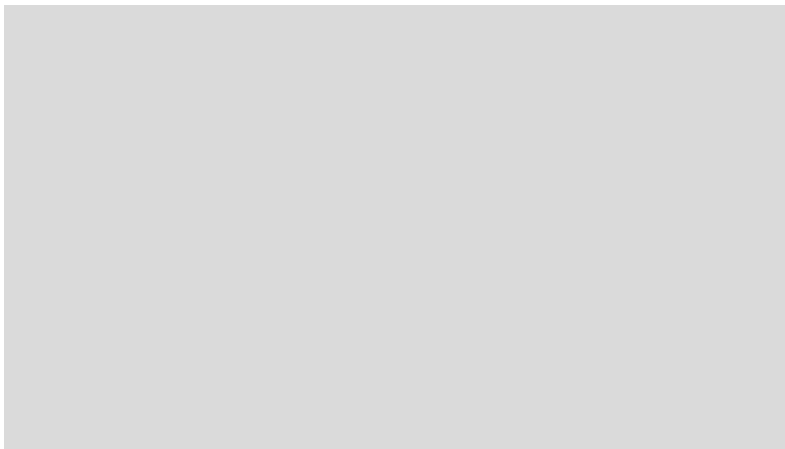
		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 77,800	\$ 77,300
1200	REGULAR SALARIES	\$ 1,301,700	\$ 1,230,800
1201	HOLIDAY PAY	\$ -	\$ -
1202	OFFICERS HOLIDAY PAY	\$ 29,000	\$ 23,300
1300	OTHER SALARY	\$ 54,800	\$ 31,500
1400	OVERTIME	\$ 5,100	\$ 1,950
1403	OFFICERS OVERTIME PAY	\$ 89,900	\$ 82,500
1501	AUXILIARY PAY	\$ 1,200	\$ 1,200
1510	LONGEVITY/SERVICE INCENTIVE	\$ 1,000	\$ 1,000
1520	OFFICERS LONGEVITY/SERVICE	\$ 250	\$ 250
1540	CAREER EDUCATION	\$ 15,000	\$ 12,500
2100	FICA	\$ 116,200	\$ 112,500
2200	RETIREMENT	\$ 260,500	\$ 245,500
2300	LIFE AND HEALTH INSURANCE	\$ 359,900	\$ 342,500
2400	WORKERS COMPENSATION	\$ 57,620	\$ 55,300
2500	UNEMPLOYMENT COMP.		
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 2,369,970</b>	<b>\$ 2,218,100</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

General Fund - 001

**DEPARTMENT: POLICE DEPARTMENT**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
3100	PROFESSIONAL SERVICES	\$ 38,141	\$ 39,600
3400	OTHER CONTRACTURAL SERVICES	\$ 35,258	\$ 21,300
4000	TRAVEL AND PER DIEM	\$ 11,500	\$ 3,560
4100	COMM. & FREIGHT	\$ 39,000	\$ 38,500
4300	UTILITIES	\$ 16,275	\$ 12,900
4400	RENTALS AND LEASES	\$ 5,420	\$ 4,550
4500	INSURANCE	\$ 60,120	\$ 57,040
4600	R&M VEHICLES	\$ 16,500	\$ 16,900
4609	R&M EQUIPMENT	\$ 33,950	\$ 36,900
4700	PRINTING	\$ 3,000	\$ 500
4901	EDUCATION-RESTRICTED	\$ 8,200	\$ 1,350
4902	EDUCATION - NON-RESTRICTED	\$ 5,400	\$ 600
4903	CODE ENFORCEMENT	\$ 9,000	\$ 8,100
4909	MISCELLANEOUS	\$ 1,500	\$ 1,900
5100	OFFICE SUPPLIES	\$ 5,000	\$ 2,850
5101	DETECTIVE SUPPLIES	\$ 3,000	\$ 3,600
5102	INVESTIGATION FEES	\$ 1,800	\$ 3,200
5200	OPERATING SUPPLY	\$ 17,100	\$ 14,800
5201	FUEL AND OIL	\$ 96,000	\$ 49,900
5202	OPERATING SUPPLIES (TIRES)	\$ 9,500	\$ 6,700
5203	UNIFORMS/PATCHES	\$ 21,600	\$ 15,500
5400	BOOKS, PUBLICATIONS, ETC	\$ 2,500	\$ 1,500
8300	PUBLIC SERVICE GRANT	\$ -	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES</b>		<b>\$ 439,764</b>	<b>\$ 341,750</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 2,809,734</b>	<b>\$ 2,559,850</b>



City of Okeechobee  
EOY 2019/2020 BUDGET

General Fund - 001

**DEPARTMENT: FIRE DEPARTMENT (0522)**

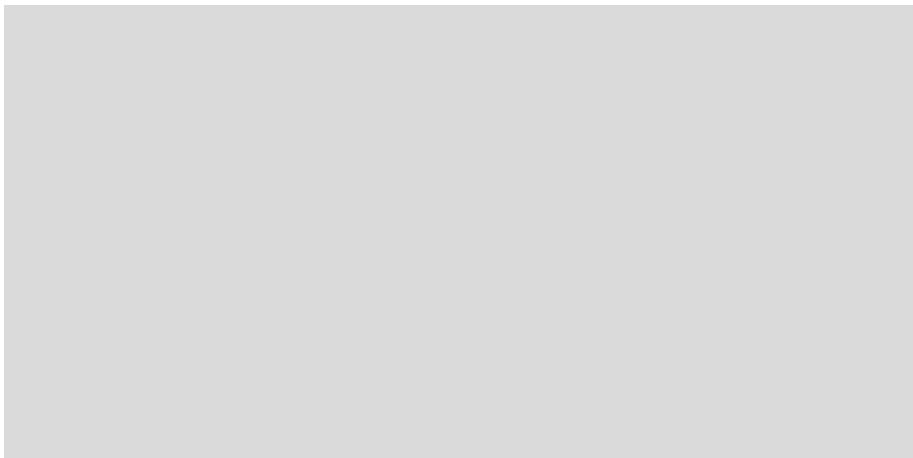
PERSONNEL COST:		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 79,300	\$ 78,700
1200	REGULAR SALARIES	\$ 681,500	\$ 685,700
1201	HOLIDAY PAY	\$ 25,500	\$ 19,500
1300	OTHER SALARY	\$ 15,600	\$ 7,500
1400	OVERTIME	\$ 59,100	\$ 57,800
1401	OVERTIME PAY/ANNUAL & SICK	\$ 65,900	\$ 61,200
1402	DISPATCHER OVERTIME	\$ 6,500	\$ 3,750
1501	VOLUNTEER PAY	\$ 18,000	\$ 15,400
1510	LONGEVITY/SERVICE INCENTIVE	\$ 250	\$ 250
1540	CAREER EDUCATION	\$ 3,600	\$ 1,200
2100	FICA	\$ 71,424	\$ 69,300
2200	RETIREMENT	\$ 190,900	\$ 166,400
2300	LIFE AND HEALTH INSURANCE	\$ 159,300	\$ 147,300
2400	WORKERS COMPENSATION	\$ 51,550	\$ 48,800
2500	UNEMPLOYMENT COMPENSATION		
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$1,428,424</b>	<b>\$1,362,800</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: FIRE DEPARTMENT (0522)**

SUPPLIES & OTHER SERVICES		2019/2020	2019/2020
		ADOPTED	EOY
3100	PROFESSIONAL SERVICES (MD)	\$ 7,800	\$ 8,400
3102	PROF SERV (PHYS FOR SCBA)	\$ 3,500	\$ 2,570
3103	WELLNESS PROGRAM (Gym)	\$ 3,000	\$ 2,700
3400	OTHER CONTRACTUAL SERVICES	\$ -	\$ -
4000	TRAVEL AND PER DIEM	\$ 3,200	\$ 770
4100	COMM. & FREIGHT	\$ 20,000	\$ 12,200
4300	UTILITIES	\$ 13,000	\$ 11,600
4400	RENTALS AND LEASES	\$ 2,400	\$ 1,400
4500	INSURANCE	\$ 37,252	\$ 35,800
4600	R&M VEHICLES	\$ 30,000	\$ 15,800
4609	R&M BUILDING & EQUIPMENT	\$ 33,575	\$ 18,700
4700	PRINTING	\$ 600	\$ 250
4901	EDUCATION	\$ 71,000	\$ 71,000
4902	PUBLIC EDUCATION & FIRE PREV.	\$ 4,500	\$ 3,600
4903	CODE ENFORCEMENT	\$ -	\$ -
4905	TRAINING & MATERIALS	\$ 5,000	\$ 1,400
4909	MISCELLANEOUS	\$ 400	\$ 400
5100	OFFICE SUPPLIES	\$ 3,000	\$ 2,200
5200	OPERATING SUPPLY	\$ 13,000	\$ 12,900
5201	FUEL AND OIL	\$ 14,000	\$ 9,200
5202	OPERATING SUPPLIES (TIRES)	\$ 5,000	\$ 4,100
5203	UNIFORMS/PATCHES	\$ 8,000	\$ 8,400
5400	BOOKS, PUBLICATIONS, ETC	\$ 4,000	\$ 2,250
6400	EQUIPMENT (\$750 OR MORE)	\$ -	\$ -
<b>TOTAL SUPPLIES AND OTHER SERVICES:</b>		<b>\$ 282,227</b>	<b>\$ 225,640</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 1,710,651</b>	<b>\$ 1,588,440</b>





City of Okeechobee  
EOY 2019/2020 BUDGET

**General Fund - 001**

**DEPARTMENT: PUBLIC WORKS (0541)**

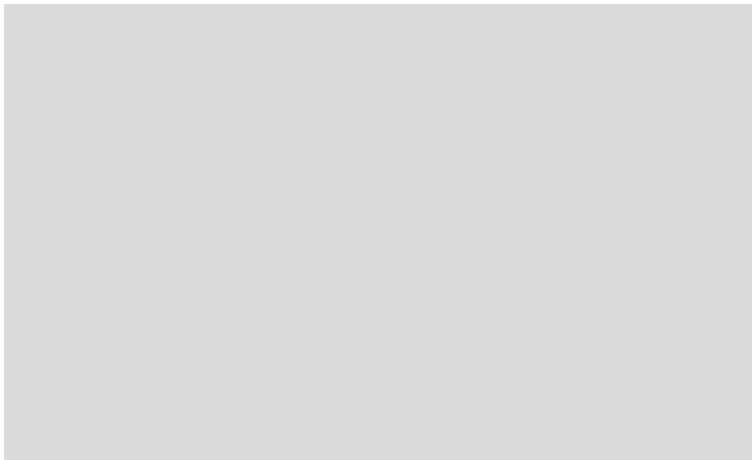
PERSONNEL COST:		2019/2020	2019/2020
		ADOPTED	EOY
1100	EXECUTIVE SALARIES	\$ 81,200	\$ 79,800
1200	REGULAR SALARIES	\$ 337,900	\$ 338,700
1300	OTHER SALARIES	\$ -	\$ -
1400	OVERTIME	\$ 4,000	\$ 9,800
1510	LONGEVITY/SERVICE INCENTIVE	\$ 250	\$ 250
2100	FICA	\$ 35,900	\$ 32,800
2200	RETIREMENT	\$ 42,700	\$ 39,600
2300	LIFE AND HEALTH INSURANCE	\$ 117,900	\$ 116,600
2400	WORKERS COMPENSATION	\$ 40,300	\$ 37,800
2500	UNEMPLOYMENT COST	\$ -	\$ -
<b>TOTAL PERSONNEL COSTS:</b>		<b>\$ 660,150</b>	<b>\$ 655,350</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

General Fund - 001

**DEPARTMENT: PUBLIC WORKS (0541)**

		2019/2020	2019/2020
		ADOPTED	EOY
3100	PROFESSIONAL SERVICES	\$ 4,000	\$ 100
3400	OTHER CONTRACTUAL SERVICES	\$ 10,000	\$ 5,270
3401	GARBAGE COLLECTION FEE	\$ 383,520	\$ 381,200
4000	TRAVEL AND PER DIEM	\$ 3,000	\$ -
4100	COMM. & FREIGHT	\$ 7,000	\$ 5,800
4300	UTILITIES	\$ 18,500	\$ 19,200
4400	RENTALS & LEASES	\$ 3,000	\$ 3,600
4500	INSURANCE	\$ 38,315	\$ 36,200
4600	R&M VEHICLES	\$ 7,000	\$ 6,300
4605	R&M PARKS	\$ 7,500	\$ 22,800
4609	R&M BUILDING & EQUIPMENT	\$ 31,750	\$ 35,600
4901	EDUCATION	\$ 4,000	\$ 910
4909	MISCELLANEOUS	\$ 500	\$ 100
5100	OFFICE SUPPLIES	\$ 1,000	\$ 900
5200	OPERATING SUPPLY	\$ 9,000	\$ 9,050
5201	FUEL AND OIL	\$ 27,000	\$ 21,300
5202	OPERATING SUPPLIES (TIRES)	\$ 3,500	\$ 1,050
5203	UNIFORMS	\$ 6,750	\$ 6,100
5204	DUMPING FEES	\$ 750	\$ -
5205	MOSQUITO CONTROL	\$ 6,000	\$ -
5400	BOOKS, PUBLICATIONS, ETC	\$ 200	\$ 50
6300	IMPROVEMENTS		
6400	EQUIPMENT (\$750 OR MORE)		
<b>TOTAL SUPPLIES AND OTHER SERVICES:</b>		<b>\$ 572,285</b>	<b>\$ 555,530</b>
<b>GRAND TOTAL FOR DEPARTMENT</b>		<b>\$ 1,232,435</b>	<b>\$ 1,210,880</b>



City of Okeechobee  
EOY 2019/2020 BUDGET

**Public Facility Fund-301**

**Public Facility Fund (Transportation)**

	2019/2020	2019/2020
	ADOPTED	EOY
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 1,021,107	\$ 1,021,107

REVENUES			
301-313.4100	LOCAL OPTION GAS TAX	\$ 364,687	\$ 343,000
301-313.4200	LOCAL ALTER, FUEL USER FEE	\$ 225,337	\$ 209,000
301-335.1220	SRS EIGHT CENT MOTOR FUEL	\$ 64,300	\$ 63,400
301-312.3000	NINTH CENT FUEL TAX	\$ 63,000	\$ 62,000
301-335.4100	MOTOR FUEL TAX REBATE	\$ 1,200	\$ 1,260
301-361.1000	SCOP Funding	\$ 532,488	\$ -
301-361.1000	INTEREST EARNINGS	\$ 11,500	\$ 7,600
301-369.1000	MISCELLANEOUS		
<b>TOTAL REVENUES</b>		<b>1,262,512</b>	<b>686,260</b>

EXPENDITURES			
301-549.3100	PUBLIC FAC.-PROFESSIONAL SER.	\$ 25,000	\$ 750
301-549-3400	PUBLIC FAC. CONTRACTUAL SERVICE	\$ 80,000	\$ 62,900
301-549-4300	PUBLIC FAC. UTILITIES	\$ 59,000	\$ 58,600
301-549-4609	REPAIR & MAINTENANCE	\$ 60,000	\$ 30,400
301-549-4909	MISC-PARK HOLIDAY LIGHTS	\$ 10,000	\$ 4,800
301-549-5300	PUBLIC FAC. ROAD & MATERIALS	\$ 67,500	\$ 61,500
301-549-6300	PUBLIC FAC. IMPROVEMENTS	\$ 135,000	\$ 95,700
301-549-6301	SCOP IMPROVEMENTS	\$ 554,955	\$ -
301-549.6302	PUBLIC FAC. BEAUTIFICATION	\$ 7,500	\$ -
301-549.6400	PUBLIC FAC. MACHINERY & EQUIP	\$ 71,500	\$ 64,400
<b>TOTAL EXPENSES</b>		<b>\$ 1,070,455</b>	<b>\$ 379,050</b>

Transfer to General Fund	\$ 350,000	\$ 350,000
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<b>F/Y ENDING FUND BALANCE</b>	<b>\$ 863,164</b>	<b>\$ 978,317</b>
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City of Okeechobee  
EOY 2019/2020 BUDGET



City of Okeechobee  
 EOY 2019/2020 BUDGET  
 CAPITAL PROJECTS IMPROVEMENTS

		2019/2020	2019/2020
		ADOPTED	EOY
<b>F/Y BEGINNING FUND BALANCE</b>		<b>\$ 4,048,470</b>	<b>\$ 4,048,470</b>
<b>REVENUES</b>			
304-383.0000		\$ -	\$ -
304-364.1000	DISPOSITION OF FIXED ASSETS	\$ 84,000	\$ 65,700
304-361.1000	INTEREST EARNINGS	\$ -	\$ -
304-369.1000	MISCELLANEOUS		
<b>TOTAL REVENUES</b>		<b>\$ 84,000</b>	<b>\$ 65,700</b>

<b>EXPENDITURES</b>			
304-549-3100	Professional Services	\$ 30,000	\$ -
304-529-4600	REPAIR & MAINTENANCE	\$ -	\$ -
304-513-3100	Professional Services	\$ 9,500	\$ 9,500
304-511-6400	ADMINISTRATION CAPITAL	\$ 8,000	\$ 6,900
304-512-6400	ADMINISTRATION CAPITAL	\$ 1,500	\$ 600
304-513-6400	FINANCE CAPITAL	\$ 121,500	\$ 120,400
304-519-6400	GENERAL SERVICES CAPITAL	\$ 58,750	\$ 39,900
304-521-6400	LAW ENFORCEMENT CAPITAL	\$ 169,540	\$ 165,500
304-522-6400	FIRE PROTECTION CAPITAL	\$ 51,500	\$ 41,200
304-522-6401	FIRE PROTECTION CAPITAL	\$ -	\$ -
304-536.6400	SEWER/WASTEWATER	\$ -	\$ -
304-541-6400	PUBLIC WORKS CAPITAL	\$ 55,000	\$ 41,800
304-549-6400	Other Captial (Pub Safety, Transp.)	\$ -	\$ -
304-549-6401	PARKS CAPITAL IMPROVEMENT	\$ 168,000	\$ 172,500
304-549-6402	MEDIAN REPLACEMENT & ROW	\$ 10,000	\$ 9,200
304-549.6403	TREE PROGRAM	\$ 15,000	\$ 15,000
304-584.6400	FUTURE CAPITAL PROJECTS	\$ -	\$ -
304-2512-6400	CLERK CAPITAL	\$ 5,000	\$ 5,050
304-584.7100	PRINCIPAL	\$ -	\$ -
304-584.7200	INTEREST		
<b>TOTAL EXPENDITURES</b>		<b>\$ 703,290</b>	<b>\$ 627,550</b>

<b>OTHER REVENUES AND TRANSFER IN</b>			
	Other Grants - Transfer In	\$ -	\$ -
<b>TOTAL TRANSFER INS</b>		<b>\$ -</b>	<b>\$ -</b>

	TRANSFER OUT TO Other Funds	\$ -	\$ -
	TRANSFER OUT TO GENERAL FUND	\$ 1,364,070	\$ 467,898
<b>TOTAL TRANSFER OUT</b>		<b>\$ 1,364,070</b>	<b>\$ 467,898</b>
<b>ASSIGNED FUND BALANCE</b>			
<b>TOTAL ASSIGNED FUND BALANCE</b>		<b>\$ -</b>	<b>\$ -</b>
<b>F/Y ENDING FUND BALANCE</b>		<b>\$ 2,065,110</b>	<b>\$ 3,018,722</b>

City of Okeechobee  
EOY 2019/2020 BUDGET

**Other Grants**

**RECAPITULATION - REVENUE & EXPENSES**

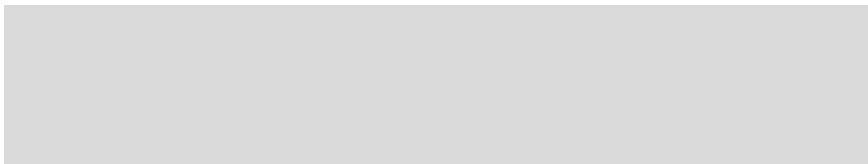
	2019/2020	2019/2020
	ADOPTED	EOY
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 260,000	\$ 260,000

<b>REVENUES</b>			
302-331.3903	TMDL Grant		
302-331-3904	Stormwater Drainage Grant	\$ 300,000	\$ -
302-331.3905	Section 319 Grant		
302-361.1000	Interest Earnings		
302-381.0000	TRANSFER IN -CAPITAL ASSIGNED FUNDS		\$ -
302-381.0000	TRANSFER IN -CAPITAL FUND RESERVES		\$ -
<b>TOTAL REVENUES</b>		\$ 300,000	\$ -

<b>EXPENDITURES</b>			
302-2552.3100	PROFESSIONAL SERVICES		
302-2552.3200	ADMINISTRATIVE SERVICES		
302-2552.4609	TEMPORARY RELOCATION		
302-2552.4609	HOUSING REHAB DEMO/REPL/RELOC		
302-2552.4909	MISCELLANEOUS		
302-2000-4909	MISCELLANEOUS - BANKING EXP		
302-2752.3100	PROFESSIONAL SERVICES	\$ 35,000	\$ -
302-2752.3200	ADMINISTRATIVE SERVICES	\$ 13,500	\$ -
302-2752.4909	MISCELLANEOUS	\$ 1,500	\$ -
302-2752.4609	STREET IMPROVEMENTS/ADDITIONS		
302-2752.6300	INFRASTRUCTURE IMPROVEMENTS	\$ -	\$ -
302-2752-6400	Park and Canal Improvements	\$ 370,000	\$ -
<b>TOTAL EXPENSES</b>		\$ 420,000	\$ -

<b>Return General Fund Loan</b>	\$ -	\$ -
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<b>F/Y ENDING FUND BALANCE</b>	\$ 140,000	\$ 260,000
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City of Okeechobee  
 EOY 2019/2020 BUDGET  
 Appropriations Grant

**RECAPITULATION - REVENUE & EXPENSES**

	2019/2020	2019/2020
	ADOPTED	EOY
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 593	\$ 593

<b>REVENUES</b>			
307-334.3900	Appropriation Funds	\$ 209,000	\$ -
307-361.1000	Interest Earnings	\$ -	\$ -
307-381.0000	TRANSFER IN -CAPITAL FUND RESERVES	\$ -	\$ -
<b>TOTAL REVENUES</b>		<b>\$ 209,000</b>	<b>\$ -</b>

<b>EXPENDITURES</b>			
307-559.3100	PROFESSIONAL SERVICES-Engineering Services		
307-559.3102	PROFESSIONAL SERVICES-Grant Admin	\$ -	\$ -
307-559.4909	ADMINISTRATIVE SERVICES	\$ -	\$ -
307-559.6300	STREET IMPROVEMENTS/ADDITIONS	\$ 209,000	\$ -
<b>TOTAL EXPENSES</b>		<b>\$ 209,000</b>	<b>\$ -</b>

<b>F/Y ENDING FUND BALANCE</b>	<b>\$ 593</b>	<b>\$ 593</b>
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DUE TO GENERAL FUND	\$	-	\$ -
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City of Okeechobee  
EOY 2019/2020 BUDGET

**LAW ENFORCEMENT SPECIAL FUND  
RECAPITULATION - REVENUE & EXPENSES**

	2019/2020 ADOPTED	2019/2020 EOY
<b>F/Y BEGINNING FUND BALANCE</b>	\$ 9,920	\$ 9,920

<b>REVENUES</b>			
601-351.1000			
601-351.2000	CONFISCATED PROPERTY		
601-354.1000	FINES LOCAL ORD. VIOL.	\$ 1,000	\$ 4,000
601-361.1000	INTEREST EARNINGS		
601-369-1000	MISCELLANEOUS		
	<b>TOTAL REVENUE</b>	<b>\$ 1,000</b>	<b>\$ 4,000</b>

<b>EXPENDITURES</b>			
601-529.4909	LAW ENF. SPECIAL MISC.	\$ 1,000	\$ 1,660
601-529.5200	LAW ENF. SPECIAL EDUCATIONAL MAT.		
601-549.6300	LAW ENF. SPECIAL IMPROVE	\$ -	\$ -
601-549.6400	LAW ENF. SPECIAL MACH & E	\$ 5,500	\$ -
	<b>TOTAL EXPENDITURES</b>	<b>6,500</b>	<b>1,660</b>

<b>F/Y ENDING BALANCES</b>	\$ 4,420	\$ 12,260
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