



CITY OF OKEECHOBEE
CITY COUNCIL
DECEMBER 1, 2020
LIST OF EXHIBITS

Draft Minutes	November 5, 2020 Town Hall Meeting November 5, 2020 Regular Meeting
Exhibit 1	Ordinance No. 1220, Abandonment of Right-of-Way
Exhibit 2	Resolution No. 2020-20, General Election and Terms of Office
Exhibit 3	Agreement for Services, eSCRIBE Software Ltd.
Exhibit 4	Contract Bid Award, SE 3 rd Avenue Pavement Improvements
Exhibit 5	Centennial Park Pavilion Rules and Reservation Fee Application
Exhibit 6	Ratification of Interlocal Agreement for Fire Services



**CITY OF OKEECHOBEE, FLORIDA
NOVEMBER 5, 2020, TOWN HALL MEETING
DRAFT SUMMARY OF DISCUSSION**

I. CALL TO ORDER

Mayor Watford called the Town Hall meeting of the City Council for the City of Okeechobee to order on Thursday, November 5, 2020, at 5:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida.

II. ATTENDANCE

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

III. PUBLIC COMMENTS

A. Mayor Watford explained those who would like to address the Council needed to complete a comment card or a written comment form. Both were to be turned into Deputy Clerk Jenkins. Those attending via Zoom will need to use the appropriate icon for Mrs. Brock to identify they wish to make a presentation.

Comment Card No. 1 was submitted by Mrs. Suzanne Bowen who voiced her concerns with the overgrown vegetation and lack of maintenance on the drainage ditches surrounding her property on the corner of Southwest 7th Avenue and 9th Street. She has personally removed some of the overgrown vegetation to help alleviate the flooding of her property. Public Works Director Allen will ensure this issue is resolved.

Mrs. Jennifer Tewksbury submitted a letter on behalf of the Economic Council of Okeechobee. It was read into the record recognizing improvements to the community. They asked the City to place importance on community aesthetics, establish a Community Redevelopment Agency, raise expectations for road improvements, drainage, and other vital infrastructure developments; require staff to execute all projects for which the people and the City businesses have been taxed; continue supporting full-time code enforcement professionals and the Charter Review Committee; and implement a nuisance abatement fund.

Board of County Commissioners David Hazellief and Brad Goodbread were in attendance. Commissioner Hazellief responded to the Council's questions in that the County does not host Town Hall meetings but provides for public comments at each meeting, and the County's code compliance abatement program has been useful since its adoption.

City Clerk Gamiotea announced copies of citizen board/committees' applications were available for anyone to take as well as the flyer regarding the Flagler Park Design Review Advisory Committee and encouraged sharing information for all citizen board vacancies.

IV. Mayor Watford adjourned the meeting at 5:18 P.M.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, 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. City Clerk media are for the sole purpose of backup for official records of the Clerk.



CITY OF OKEECHOBEE, FLORIDA
NOVEMBER 5, 2020, REGULAR CITY COUNCIL
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on Thursday, November 5, 2020, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Mayor Watford, followed by the Pledge of Allegiance by Council Member Keefe.

II. ATTENDANCE

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

III. AGENDA AND PUBLIC COMMENTS

A. Mayor Watford asked whether there were any agenda items to be added, deferred, or withdrawn; New Business Items I and J were added.

B. Motion by Council Member Clark, seconded by Council Member Abney to approve the agenda as amended. **Motion Carried Unanimously.**

C. There was one comment card submitted for public participation for issues not on the agenda. Mr. Mike Mammarelli, owner of Joey's Pizza located at 107 West South Park Street, voiced his concerns with the increased homeless population loitering in Veteran's Park and panhandling. Council Member Keefe also relayed comments from Mr. David Feltenberger on the same issues, adding that Mr. Feltenberger was willing to offer his services to help remedy the situation. Mayor Watford instructed Chief Peterson to ensure the Police Officers were informing individuals of what they could not do in public areas.

IV. PROCLAMATIONS AND PRESENTATIONS

A. Ms. India Riedel was presented with an engraved crystal mantel clock and a framed longevity service certificate which read "In recognition of your 15-years of service, hard work, and dedication to the City, its citizens, and your fellow employees from November 7, 2005 through November 7, 2020."

V. CONSENT AGENDA

Motion by Council Member Clark, seconded by Council Member Keefe to approve consent agenda items **A**, Minutes for the October 6 and 20, 2020, Regular Meetings; and **B**, ratify Ryan Holroyd's re-appointment as the Fifth Member to the Police Officers' Pension Fund Board, term being October 1, 2020 through September 30, 2024. **Motion Carried Unanimously.**

VI. NEW BUSINESS

A. Motion by Council Member Abney, seconded by Council Member Jarriel to read proposed Ordinance No. 1220 by title only regarding Abandonment of Right-of-Way Petition No. 20-002-SC [as provided in Exhibit 1]. **Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1220 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; VACATING AND ABANDONING A PORTION OF SOUTHWEST 4TH STREET (f/k/a FIFTH AVENUE) AND A PORTION OF SOUTHWEST 5TH STREET (f/k/a FOURTH STREET) MORE PARTICULARLY DESCRIBED HEREIN, LYING WITHIN THE CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA (PETITION NO. 20-002-SC); RESERVING UNTO THE CITY, ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES PURPOSES; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE IN THE PUBLIC RECORDS OF THE CLERK OF THE CIRCUIT COURT IN AND FOR OKEECHOBEE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

VI. NEW BUSINESS CONTINUED

ITEM A. CONTINUED: Motion by Council Member Jarriel, seconded by Council Member Keefe to approve the first reading and set December 1, 2020, as a Final Public Hearing date for proposed Ordinance No. 1220. **Motion Carried Unanimously.**

B. Motion by Council Member Jarriel, seconded by Council Member Clark to approve a software upgrade to the Police Department Spillman System in the amount of \$19,925.00 for the purpose of providing Uniform Crime Report Data required by the State of Florida [as provided in Exhibit 2]. **Motion Carried Unanimously.**

C. The status of Code Enforcement Case No. 190411010, Kemp Properties of Okeechobee located at 909 South Parrott Avenue [approximately 1.035 unplatted acres] was provided in a memorandum dated October 28, 2020, from Chief Peterson and Assistant City Attorney Kowalsky [a copy is incorporated in the official minute file]. The Case was deferred.

D. Motion by Council Member Keefe, seconded by Council Member Clark to accept the recommendation by the Code Enforcement Special Magistrate to proceed with foreclosure proceedings regarding Code Enforcement Case No. 190412010 [located at 102 Southwest 14th Street, Legal: Lots 4, 5, 6, 10, 11, and 12 of Block 22, together with a 15-foot wide Alley running North to South between said Lots, SOUTH OKEECHOBEE, Plat Books 1 and 5, Pages 12 and 7, public records of Okeechobee County]. **Motion Carried Unanimously.**

E. Motion by Council Member Jarriel, seconded by Council Member Keefe to approve salaries and positions for Code Enforcement as presented by Chief Peterson [Full-time Code Enforcement Officer Step 1 annual salary amended to \$37,440.00. Part-time Administrative Secretary job title changed to full-time Assistant Code Enforcement Officer with Step 1 annual salary as \$33,240.00 added to the Salary Step Plan; a copy of the cost explanation is incorporated in the official minute file]. **Motion Carried Four to One.**

F. Motion by Council Member Jarriel, seconded by Council Member Keefe to approve the Committee ranking for Request for Qualification (RFQ) No. ADM 03-32-09-20 Professional Landscape Architect Services [as provided in Exhibit 3]. Motion and second withdrawn from the floor.

Motion by Council Member Keefe, seconded by Council Member Clark to postpone approving RFQ No. ADM 03-32-09-20 Professional Landscape Architect Services rankings and to have all five firms make their presentation to the Council [the submittals from each firm have been incorporated in the official minute file]. **Motion Carried Unanimously.**

G. Mayor Watford and Council Member Clark conveyed proposed Florida Department of Transportation improvements to State Road 70 East from 3rd to 16th Avenues.

H. By consensus the Council directed Staff to provide all figures related to annual and sick leave payouts for Fire Department employees only to review at the next meeting.

I. ITEM ADDED TO AGENDA: Motion by Council Member Jarriel, seconded by Council Member Keefe to authorize Mayor Watford to execute a letter to South Florida Water Management District (SFWMD) to hold a workshop and consider alternatives to its proposed Everglades Agricultural Area Reservoir Water Restoration Rules [as presented in Exhibit 4]. **Motion Carried Unanimously.**

Motion by Council Member Keefe, seconded by Council Member Abney to authorize Mayor Watford to execute a letter to Governor DeSantis supporting Mr. Ben Butler being re-appointed to the SFWMD Board [a copy of the letter read by Council Member Keefe is incorporated in the official minute file]. **Motion Carried Unanimously.**

VI. NEW BUSINESS CONTINUED

J. ITEM ADDED TO AGENDA: The consensus of the Council was to host the annual Christmas Tree Lighting Ceremony as a restricted venue on December 1, 2020, at 5:00 P.M. with only City employees and their families for in person attendance, utilizing the Center for Disease Control guidelines at that time, and provide a virtual broadcast on the City's YouTube Channel and/or Facebook.

VII. COUNCIL COMMENTS

Council Member Jarriel thanked those who attended the Town Hall meeting. Council Member Keefe requested as an agenda item for the next meeting, to discuss meeting minutes' preparation styles.

VIII. Mayor Watford adjourned the meeting at 8:39 P.M.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, 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. City Clerk media are for the sole purpose of backup for official records of the Clerk.

ORDINANCE NO. 1220

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; VACATING AND ABANDONING A PORTION OF SOUTHWEST 4TH STREET (f/k/a FIFTH AVENUE) AND A PORTION OF SOUTHWEST 5TH STREET (f/k/a FOURTH STREET) MORE PARTICULARLY DESCRIBED HEREIN, LYING WITHIN THE CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA (PETITION NO. 20-002-SC); RESERVING UNTO THE CITY, ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES PURPOSES; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE IN THE PUBLIC RECORDS OF THE CLERK OF THE CIRCUIT COURT IN AND FOR OKEECHOBEE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee General Services Department received Abandonment of Right-of-Way Petition No. 20-002-SC submitted by Loumax Development, Inc., for the closing of certain Rights-of-Way as described in this Ordinance; and

WHEREAS, the City of Okeechobee Technical Review Committee reviewed and discussed Petition No. 20-002-SC at a duly advertised public meeting held on September 17, 2020, and recommended approval with conditions as described in this Ordinance; and

WHEREAS, Petition No. 20-002-SC was reviewed and discussed by the City of Okeechobee Planning Board at a duly advertised Public Hearing held on October 15, 2020, and determined such Petition to be consistent with the Comprehensive Plan, and recommended approval with conditions as described in this Ordinance; and

WHEREAS, the City Council reviewed Petition No. 20-002-SC and finds it to be consistent with the Comprehensive Plan, is not the sole access to any property, is in the best interest of the citizens, provides a benefit to the City of Okeechobee, and would not jeopardize the location of any utility; and

WHEREAS, the granting of the Petition will serve a legitimate public interest and is a proper exercise of the municipal authority of the City of Okeechobee as a discretionary function.

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

SECTION 1: The unimproved, dedicated Right-of-Way described hereafter and as shown on Exhibit A, is hereby closed, vacated, and abandoned by the City of Okeechobee, Florida to-wit:

THAT PORTION OF SOUTHWEST 4TH STREET (f/k/a FIFTH AVENUE), FROM SOUTHWEST 7TH AVENUE WESTWARD TO DEAD-END, BEING APPROXIMATELY 100-FEET WIDE BY 140-FEET LONG, AND LYING NORTH OF LOT 1 OF BLOCK 190, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; together with THAT PORTION OF SOUTHWEST 5TH STREET (f/k/a FOURTH STREET), FROM SOUTHWEST 7TH AVENUE WESTWARD TO DEAD-END, BEING APPROXIMATELY 70-FEET WIDE BY 103-FEET LONG, AND LYING NORTH OF BLOCK 191, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 2: The City of Okeechobee, Florida hereby reserves unto itself, its successors and assigns, perpetual, non-exclusive Easements as a special condition requested by Florida Power and Light, to wit:

Reserving an Easement for the East 10-feet of Southwest 4th Street Right-of-Way and Southwest 5th Street Right-of-Way, all located West of 7th Avenue with unrestricted 24-hour access.

SECTION 3: The Applicant agrees to CenturyLink's request to bear the cost of relocation and repair of any of their facilities and equipment that are found and/or damaged in the vacated areas.

SECTION 4: The City Clerk shall cause the Ordinance to be recorded in the public records of Okeechobee County, Florida.

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

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

SECTION 7: Effective Date. This Ordinance shall be set for Final Public Hearing the 1st day of December, 2020, and shall take effect upon the approval of the Easement provided in Section 2 herein by the City Council and recorded in the public records of the Clerk of Circuit Court, Okeechobee County, Florida.

INTRODUCED for First Reading and set for Final Public Hearing on this 5th day of November, 2020.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and Final Public Hearing on this 1st day of December, 2020.

Dowling R. Watford, Jr., Mayor

ATTEST:

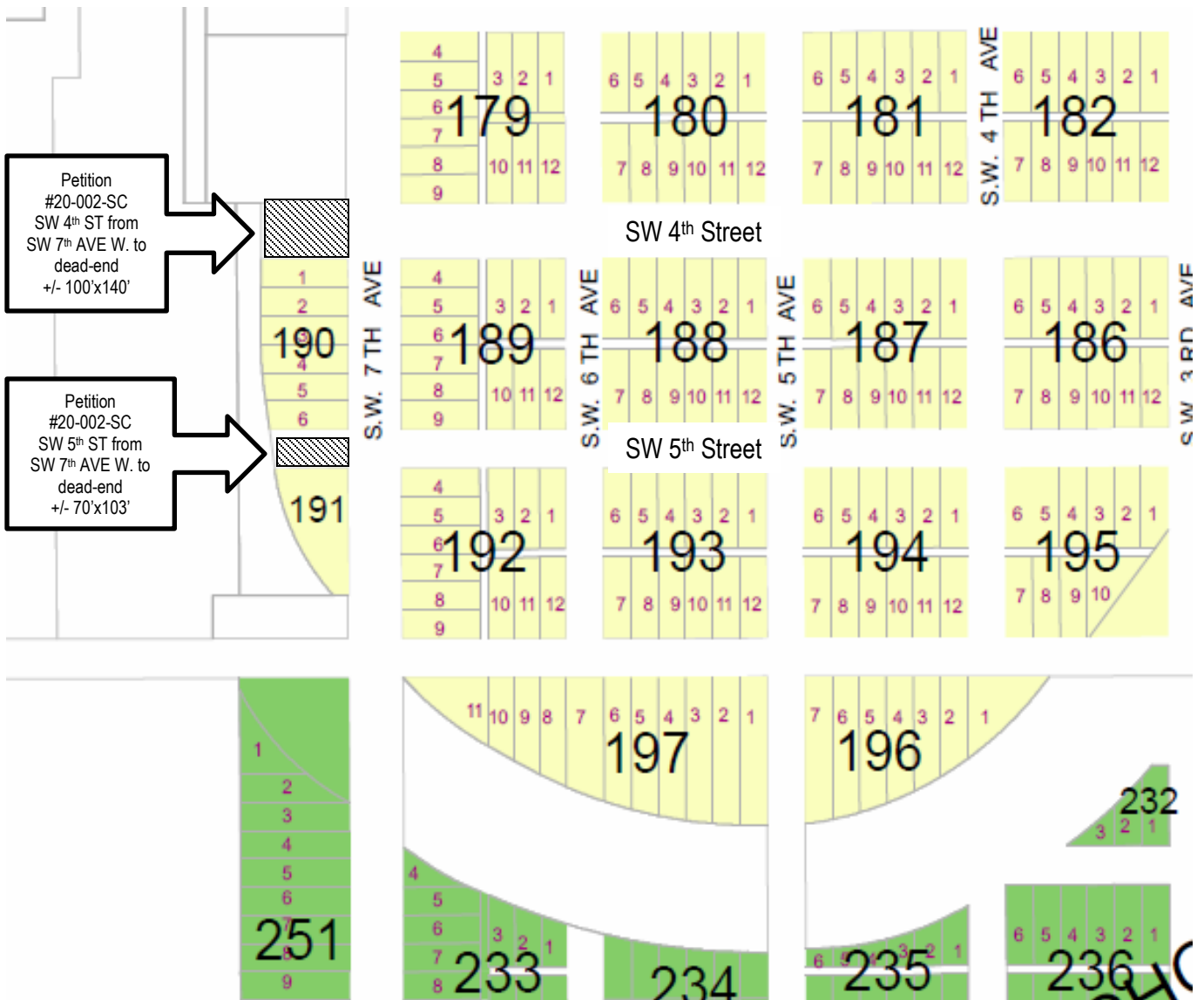
Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1220 - EXHIBIT A

The following excerpt is from the City of Okeechobee Subdivision Map to identify the portion of Rights-of-Way to be abandoned as requested by Petition No. 20-002-SC.





CITY OF OKEECHOBEE
General Services Department
55 Southeast 3rd Street
Okeechobee, Florida 34974
863-763-3372 X 9820
Fax: 863-763-1686

ABANDONMENT OF RIGHT-OF-WAY PETITION

PETITION NO. 20-002-SC

Application fee (non-refundable) \$600.00 Note: (Resolution No. 98-11) Schedule of Land Development Regulation Fees and Charges When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.	Date Fee Paid: 8-4-20	Receipt No: 54022
	TRC Meeting: 9-17-20	Publication Date: _____ Letters Mailed: N/A
	PB/BOA Meeting: 10-15-20	Publication Dates: _____ Letters Mailed: 9-30-20
	City Council 1 st Reading: 11-17-20 11-5-20	CMR Letter E-mailed:
	City Council Public Hearing: 12-1-20	Publication Date:

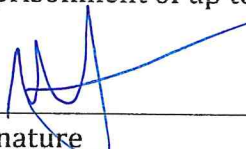
Right-of-way Definition: Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress or egress, or other purpose by the public, certain designated individuals, or governing bodies. [F.S. Ch. 177 § 177.031(16)]. Easements for roads and related purposes shall be considered as right-of-way.

<p>Legal Description of the Right-of-Way to be Abandoned:</p> <p>That portion of Southwest 4th Street (formerly known per plat as Fifth Avenue), 100 feet in width, lying north of Lot 1, Block 190, City of Okeechobee, according to the plat thereof as recorded in Plat Book 5 at Page 5 of the Public Records of Okeechobee County, Florida.</p> <p>That portion of Southwest 5th Street (formerly known per plat as Fourth Street), 70 feet in width, lying north of Block 191, City of Okeechobee, according to the plat thereof as recorded in Plat Book 5 at Page 5 of the Public Records of Okeechobee County, Florida.</p> <p>Note: Upon abandonment of a right-of-way in the City of Okeechobee or First Addition of City of Okeechobee Subdivision's, there may be a Fee Simple Interest from the Hamrick Trust. For more information contact Gil Culbreth, 3550 US Hwy 441 South, Okeechobee, Florida 34974, 863-763-3154.</p>

<p>Purpose of the Right-of-Way Abandonment:</p> <p>SW 4th Street and SW 5th Street ROWs are required to be abandoned to adjoin the already developed parcel to the north so the proposed expansion to the existing building can proceed to the south for the industrial expansion project.</p>

√	Name of property owner(s): Loumax Development, Inc. - Neal Markus
	Owner(s) mailing address: P. O. Box 5501
	Owner(s) e-mail address: Fort Lauderdale, FL 33310
	Owner(s) daytime phone(s): 954-347-1077 Fax:

√	Required Attachments
x	Copy of recorded deed of petitioner as well as any other property owner whose property is contiguous to the right-of-way.
x	Letters of Consent or Objection. (If more than one property owner is involved and they are not signing the petition). SEE NOTE BELOW FOR ADDITIONAL INSTRUCTIONS
x	Location map of subject property and surrounding area within 100' (See Information Request Form attached) and dimensions of right-of-way.
x	List of all property owners within 300' of subject property (See Information Request Form attached)
x	Site Plan of property after abandonment. (No larger than 11x 17)
x	Utility Companies Authorization Form. (See attached)
x	Supplementary supporting information: Copy of recorded Plat of the Subdivision where right-of-way exists no larger than 11x17. (Can be obtained from the County Clerk's Office, Court House)
	<p>PLEASE NOTE: <i>If there are other property owners that are contiguous to the subject right-of-way, a notarized letter must be attached with the following information: date, their name(s), what property they own, and whether they object to or consent to the right-of-way abandonment. (See attached sample letter)</i></p>

√	Confirmation of Information Accuracy
<p>I hereby certify that the information contained in and/or attached with this petition is correct. The information included in this petition is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the summary denial of this petition.</p>	
 Signature	Neal Markus Printed Name
	8/4/2020 Date

PLEASE COMPLETE THE FOLLOWING

**FINDINGS REQUIRED FOR GRANTING A VACATION OF RIGHTS-OF-WAYS
(Sec. 78-33, page CD78:4 in the LDR's)**

It is the Petitioner's responsibility to convince the Technical Review Committee, Planning Board/BOA and City Council that approval of the proposed vacation is justified. Specifically, the Petitioner should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing body to find that:

1. Proposed vacation is consistent with the Comprehensive Plan:
The requested abandonment of the road ROW is consistent with the Comprehensive Plan as it is currently not used for access or utilities, there is no mention of alleys in the City's Comprehensive plan, the LDR's mention alleys in Section 86-142, which states alley may be allowed in residential districts, also in Section 70-335, which states notice of abandonment required, otherwise they are other referenced, but not concerning vacancies.

2. Right-of-way to be vacated is not the sole access to any property, and the remaining access is not an easement:
Neither ROW is sole access to any property and a remaining land will not require an easement.

3. Proposed vacation is in the public interest and provides a benefit to the City:
The proposed vacation of the ROW is within a block that was previously rezoned to Industrial and will allow the existing business to expand to the south so this vacation will allow the existing road ROW square footage to add the required space south of the existing facility for the proposed expansion and return the property to the tax rolls.

4. Proposed vacation would not jeopardize the location of any utility.
There are currently no utilities in the requested abandonment.

The City Staff will, in the Staff Report, address the request and evaluate it and the Petitioner's submission in light of the above criteria and offer a recommendation for *approval or denial*).

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Working Values

updated: 7/30/2020

Parcel: << **3-15-37-35-0010-01900-0010 (34183)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

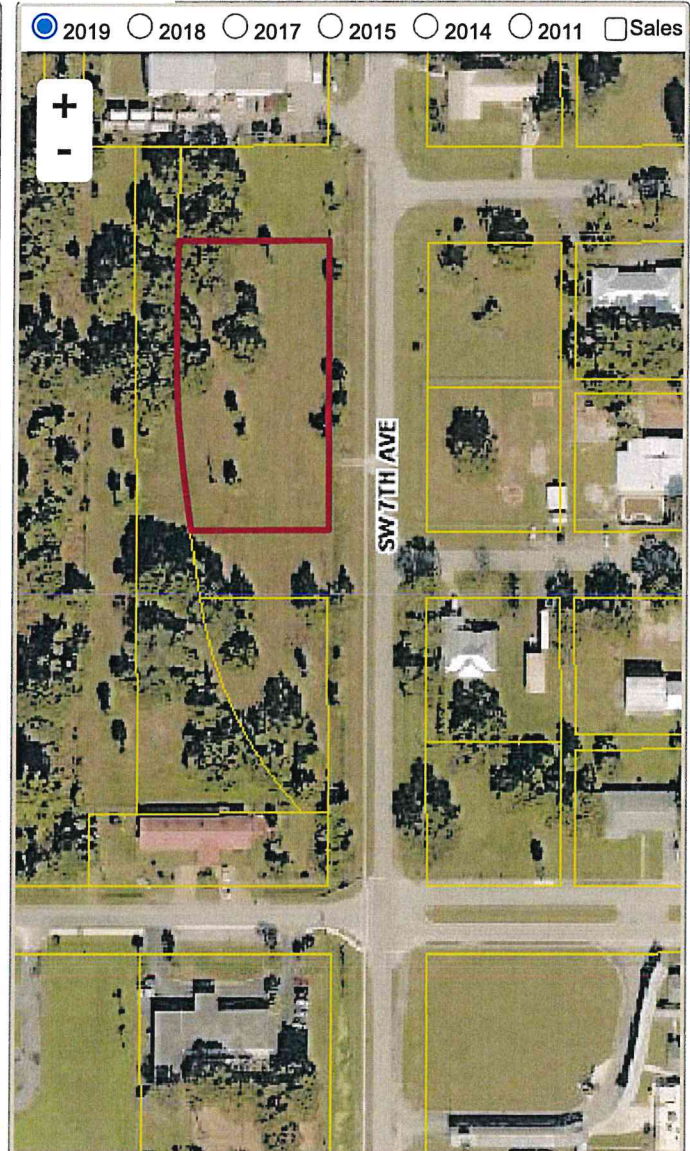
Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 608 HARBOUR POINTE WAY GREENACRES, FL 33413		
Site	SW 7TH AVE, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE LOTS 1 TO 6 INC BLOCK 190		
Area	0.86 AC	S/T/R	15-37-35
Use Code**	VACANT (0000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2019 Certified Values		2020 Working Values	
Mkt Land	\$41,850	Mkt Land	\$41,850
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$41,850	Just	\$41,850
Class	\$0	Class	\$0
Appraised	\$41,850	Appraised	\$41,850
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$41,850	Assessed	\$41,850
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$41,850	Total Taxable	county:\$41,850
	city:\$41,850		city:\$41,850
	other:\$41,850		other:\$41,850
	school:\$41,850		school:\$41,850

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	0316/1436	WD	V	U	03
4/6/1964	\$0	0080/0731	QC	V	U	03
2/18/1964	\$0	0079/0499	QC	V	U	03
2/17/1964	\$0	0079/0497	QC	V	U	03

Building Characteristics

Bldg Item	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
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Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Working Values

updated: 7/30/2020

Parcel: << **3-15-37-35-0010-01910-0010 (34184)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Result: 3 of 4

Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 5243 EUROPA DR UNIT P BOYNTON BEACH, FL 33437		
Site	SW 6TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE ALL BLOCK 191		
Area	0.409 AC	S/T/R	15-37-35
Use Code**	VACANT (0000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2019 Certified Values		2020 Working Values	
Mkt Land	\$25,087	Mkt Land	\$25,088
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$25,087	Just	\$25,088
Class	\$0	Class	\$0
Appraised	\$25,087	Appraised	\$25,088
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$25,087	Assessed	\$25,088
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$25,087 city:\$25,087 other:\$25,087 school:\$25,087	Total Taxable	county:\$25,088 city:\$25,088 other:\$25,088 school:\$25,088

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	0316/1436	WD	V	U	03

Building Characteristics

Bldg Item	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
161CI2	CITY LT (MKT)	223.000 FF (0.409 AC)	1.0000/.7500 1.0000/ /	\$113 /FF	\$25,088

Search Result: 3 of 4

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Working Values

updated: 7/30/2020

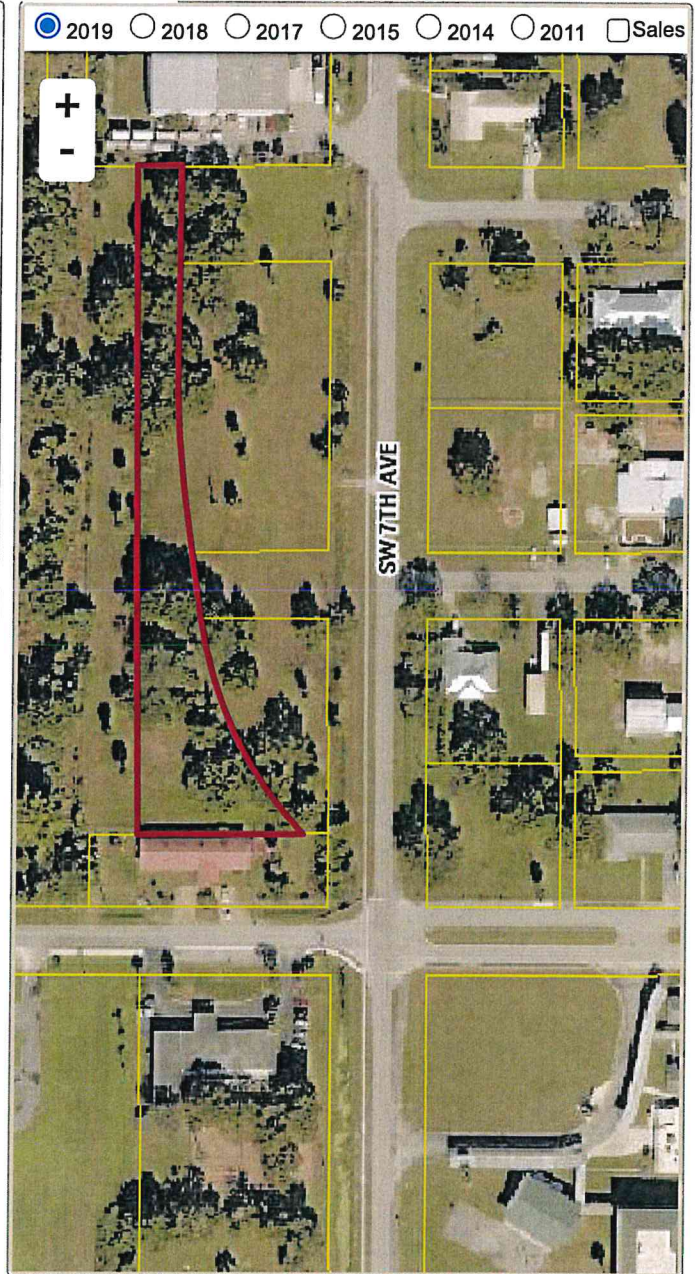
Parcel: << **3-21-37-35-0020-02510-0130 (34741)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 608 HARBOUR POINTE WAY GREENACRES, FL 33413		
Site	SW 6TH ST, OKEECHOBEE		
Description*	THAT PORTION OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY, SINCE ABANDONED, AND OF NORTH CURVE STREET, SINCE ABANDONED, AS SHOWN ON PLAT OF FIRST ADDITION TO OKEECHOBEE, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF SAINT ...more>>>		
Area	1.6 AC	S/T/R	21-37-35
Use Code**	VACANT (0000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.



Property & Assessment Values

2019 Certified Values		2020 Working Values	
Mkt Land	\$16,800	Mkt Land	\$16,800
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$16,800	Just	\$16,800
Class	\$0	Class	\$0
Appraised	\$16,800	Appraised	\$16,800
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$16,800	Assessed	\$16,800
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$16,800	Total Taxable	county:\$16,800
	city:\$16,800		city:\$16,800
	other:\$16,800		other:\$16,800
	school:\$16,800		school:\$16,800

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	0316/1436	WD	V	U	03

Building Characteristics

Bldg Item	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
------	-------------	-------	-------------	----------	------------

Parcel ID Number: 3-15-37-35-0010-01900-0010

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 37460

Warranty Deed

This Indenture, Executed this JULY 31, 2020 A.D. Between

RUTH G. SPRADLEY, and, JOY N. LOPER, AS CO-TRUSTEES OF THE NEMEC CHILDREN'S TRUST AGREEMENT DATED DECEMBER 30, 1985,

whose address is 5243 EUROPA DRIVE, APT P, Boynton Beach, Florida 33437, hereinafter called the grantor, to

LOUMAX DEVELOPMENT, INC., A FLORIDA CORPORATION,

whose post office address is: P.O. BOX 5501, Fort Lauderdale, Florida 33310, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

Parcel ID Number: 3-15-37-35-0010-01900-0010 & 3-15-37-35-0010-01910-0010 & 3-21-37-35-0020-02510-0130

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Printed Name Sylvia E. Burk

NEMEC CHILDREN'S TRUST AGREEMENT DATED
DECEMBER 30, 1985

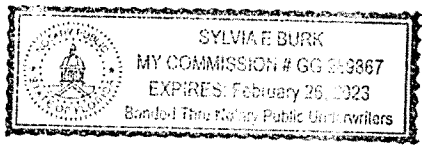
[Signature] (Seal)
BY: RUTH G. SPRADLEY, Its CO-TRUSTEE
Address: 5243 EUROPA DRIVE, APT P, Boynton Beach, Florida
33437

[Signature]
Witness Printed Name Darlene Adams

[Signature] (Seal)
BY: JOY N. LOPER, Its CO-TRUSTEE
Address: 5243 EUROPA DRIVE, APT P, Boynton Beach, Florida
33437

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of X physical presence or NA online notarization, this August ^{July} 31, 2020, by NEMEC CHILDREN'S TRUST AGREEMENT DATED DECEMBER 30, 1985, who produced a drivers license as identification.



[Signature]
Notary Public
Print Name: Sylvia E. Burk
My Commission Expires _____

Exhibit "A"

All of Block 191, Town of Okeechobee, according to the plat thereof recorded in Plat Book 2, Page 17, Saint Lucie County, Florida, Public Records, lying in Okeechobee County.

That portion of the Florida East Coast Railway Company right of way, Since Abandoned, and of North Curve Street, Since Abandoned, as shown on plat of First Addition to Okeechobee County, Florida, as recorded in Plat Book 2, Page 26, of the Public Records of Saint Lucie County, Florida, and in Plat Book 1, Page 11, of the Public Records of Okeechobee County, Florida, which is bounded on the West by the Northerly extension of the West line of Block 251 (same also being a part of the East line of a tract of land known as the Station Grounds of said Railway Company), and on the South by a line extending from the Southernmost point of Block 191, as shown on the plat of the Town of Okeechobee, as recorded in Plat Book 2, Page 17, of the Public Records of Saint Lucie County, Florida, and in Plat Book 1, Page 10, of the Public Records of Okeechobee County, Florida, in a Westerly direction, said line being North of and parallel with the Westerly extension of the North line of Third Street, and which is bounded on the North by the Westerly extension of the North line of Fifth Street, of said Town of Okeechobee aforesaid and all that part of Fourth Street and Fifth Street lying West of Seventh Avenue in said Town of Okeechobee .

Lot 1 to 6, inclusive of Block 190, Okeechobee, according to the plat thereof recorded in Plat Book 2, Page 17 of the Public Records of Saint Lucie County, Florida.

File Number: 37460

Legal Description with Non Homestead
Closer's Choice

ONE AND THE SAME AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

Before me a duly Commissioned Notary Public within and for the State and County aforesaid, personally appeared SYLVIA (SUSIE) BURK, after being duly sworn as required by law, deposes and says:

THAT I AM THE CLOSER OF THE PROPERTY DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD FILE # 2020007440, PAGE 3, OKEECHOBEE COUNTY RECORDS

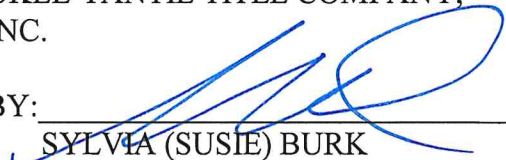
THAT PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA IS THE SAME PLAT AS PLAT BOOK 1, PAGE 10, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND IS THE SAME PLAT AS PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

EACH PLAT HAS THE NAME OF "OKEECHOBEE" AND EACH PLAT SHOWS UNDER THE NAME OF THE SUBDIVISION "ST. LUCIE COUNTY, FLORIDA"

FURTHER AFFIANT SAITH NOT.

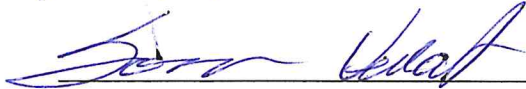
This Affidavit is made for the express purpose of inducing the City of Okeechobee to advertise using the Warranty Deed prepared by Okee-Tantie Title Company, Inc. .

OKEE-TANTIE TITLE COMPANY,
INC.

BY: 
SYLVIA (SUSIE) BURK



- Witness



- Witness

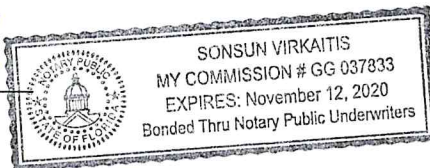
SONSUN VIRKAITIS

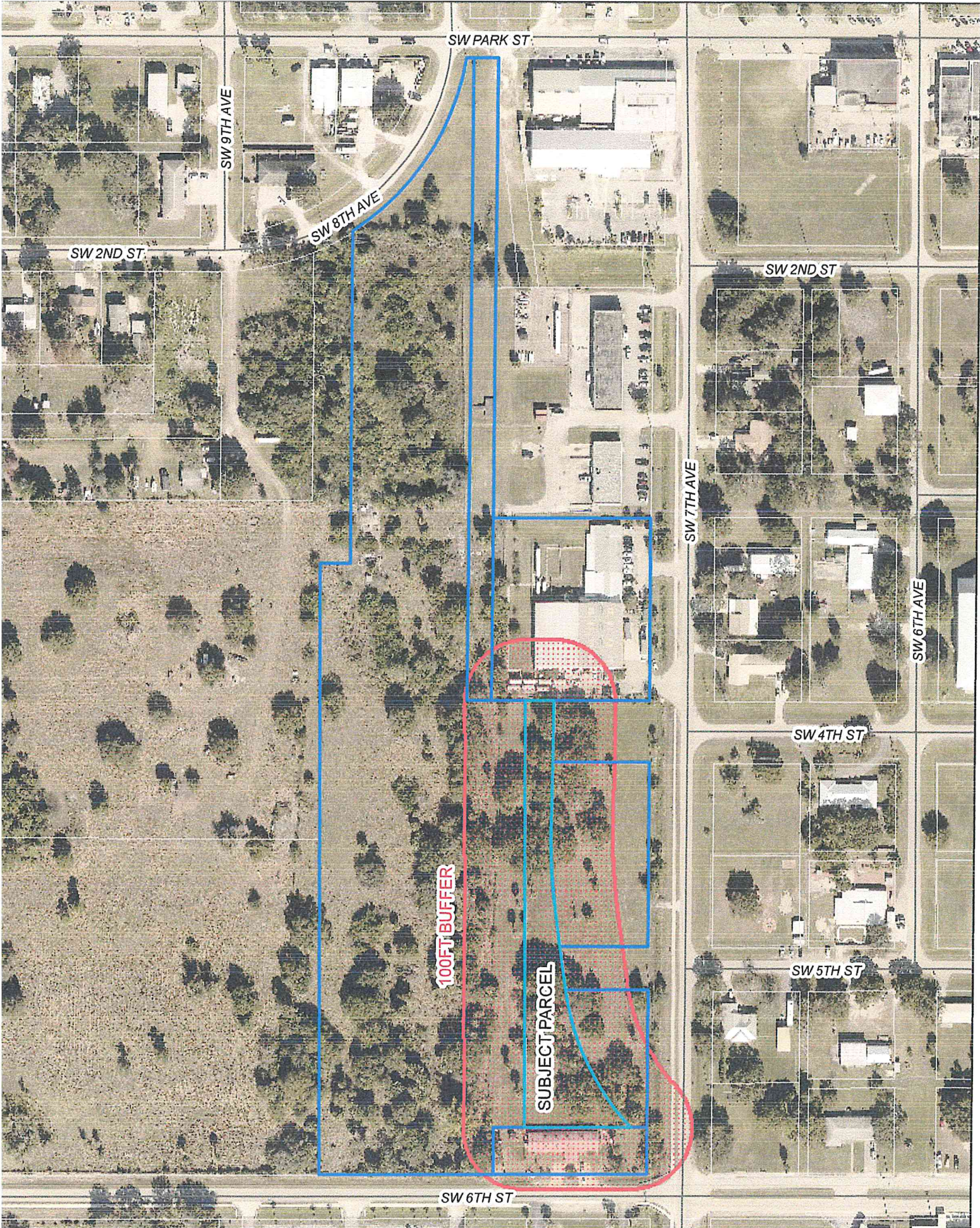
Sorn to and Subscribed before me this 25TH day of AUGUST, 2020, who has produced PERSONALLY KNOWN as identification.


Notary Public

SONSUN VIRKAITIS

(Seal)





SW 2ND ST

SW 9TH AVE

SW 8TH AVE

SW PARK ST

SW 2ND ST

SW 7TH AVE

SW 6TH AVE

SW 4TH ST

SW 5TH ST

SW 6TH ST

100FT BUFFER

SUBJECT PARCEL

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE



PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	ST	ZIP
2-21-37-35-0A00-00001-A000	OKEECHOBEE PLAZA PROPERTIES	MANAGEMENT LLC	4285 21ST STREET SW		VERO BEACH	FL	32968
2-21-37-35-0A00-00005-0000	LOUMAX DEVELOPMENT INC	PO BOX 5501			FT LAUDERDALE	FL	33310
2-21-37-35-0A00-00006-0000	ALTOBELLO FRANK CHARITABLE	REMAINDER TRUST III, ETAL.	C/O FRANK IRBY PERSONAL REP	1385 SE 23RD STREET	OKEECHOBEE	FL	34974
2-21-37-35-0A00-00006-C000	HAVEN OF REST INC	32801 US HIGHWAY 441 N LOT 244			OKEECHOBEE	FL	349720296
2-21-37-35-0A00-00006-D000	ALTOBELLO FRANK CHARITABLE	REMAINDER TRUST III, ETAL.	C/O FRANK IRBY PERSONAL REP	1385 SE 23RD STREET	OKEECHOBEE	FL	34974
2-21-37-35-0A00-00013-0000	DIOCESE OF PALM BEACH	ATTN REAL ESTATE DEPT	P O BOX 109650		PALM BEACH GARDENS	FL	334100000
2-21-37-35-0A00-00053-0000	SALRY RR	C/O CSX CORP	500 WATER ST 1910		JACKSONVILLE	FL	332020000
3-15-37-35-0010-01790-0040	BELIEVERS FELLOWSHIP INC	PO BOX 653			OKEECHOBEE	FL	349730553
3-15-37-35-0010-01790-0060	CREECH DANIEL B	406 SW 2ND STREET			OKEECHOBEE	FL	34974
3-15-37-35-0010-01790-0080	HILL JUDITH E	635 SW 85TH AVE			OKEECHOBEE	FL	34974
3-15-37-35-0010-01890-0040	SCHOOLEY KEVIN L & DEBORAH S	2139 SW 22ND CIR N			OKEECHOBEE	FL	349745701
3-15-37-35-0010-01890-0100	SCHOOLEY KEVIN L & DEBORAH S	604 SW 5TH STREET			OKEECHOBEE	FL	349745701
3-15-37-35-0010-01900-0010	SPRADLEY RUTH G & NEMEC GALE B	%NEMEC CHILDREN'S TRUST	608 HARBOUR POINTE WAY		OKEECHOBEE	FL	34974
3-15-37-35-0010-01910-0010	SPRADLEY RUTH G & NEMEC GALE B	%NEMEC CHILDREN'S TRUST	5243 EUROPA DR UNIT P		GREENACRES	FL	334130000
3-15-37-35-0010-01920-0040	SCHOOLEY KEVIN L & DEBORAH S	2139 SW 22ND CIR N			BOYNTON BEACH	FL	334370000
3-15-37-35-0010-01920-0070	UNDERWOOD WILLIAM L & KELLEY A	615 SW 5TH ST			OKEECHOBEE	FL	349745701
3-15-37-35-0010-01920-0100	UNDERWOOD WILLIAM L & KELLEY A	615 SW 5TH ST			OKEECHOBEE	FL	349744258
3-15-37-35-0010-01920-0070	HAMRICK SARAH REGINA REVOC TRU	P O BOX 837			OKEECHOBEE	FL	349744258
3-21-37-35-0020-02510-0010	OKEECHOBEE COUNTY SCHOOL BOARD				OKEECHOBEE	FL	34972
3-21-37-35-0020-02510-0010	A CHILD'S WORLD CHILDCARE &	PRESCHOOL INC	703 SW 6TH ST		OKEECHOBEE	FL	349744288
3-21-37-35-0020-02510-0120	110 MARION ROAD INC	PO BOX 453511			MIAMI	FL	332453511

07#

CITY OF OKEECHOBEE RIGHT-OF-WAY ABANDONMENT PETITION
Utility Companies Authorization Form

Instructions:

Applicant: Deliver the petition and this form to the following Utility Companies for their comments. It must be signed and dated with a contact number for each person.

Utility Companies: If an easement is needed, provide a complete legal description for it. The City Attorney will address it as a nonexclusive perpetual easement within the Ordinance. If there is going to be a relocated easement, provide legal of where it's to be relocated to. The City Attorney will address this in the Ordinance by denoting the relocated easement is in an attached exhibit to the Ordinance. Additionally, the effective date will be upon the City's receipt of the recorded relocated easement between the owner and utility company and provided on the utility company's form.

Florida Power & Light	FPL requires a 10' easement on the east end of SW 4th Street and SW 5th Street ROWs west of SW 7th Avenue, if abandoned.
863-467-3708	
Donna Padgett	

Donna Padgett SVC PLANNING 863-467-3708 7/31/20
Authorized Signature Typed Name & Title Phone No. Date

Embarq d/b/a Century Link	
863-452-3185	
Kenneth R. Lutz	
ken.lutz@centurylink.com	

Authorized Signature Typed Name & Title Phone No. Date

Comcast Cable	
863-763-2824	
107 NW 7th Avenue	

Authorized Signature Typed Name & Title Phone No. Date

Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5th Avenue	

Authorized Signature Typed Name & Title Phone No. Date

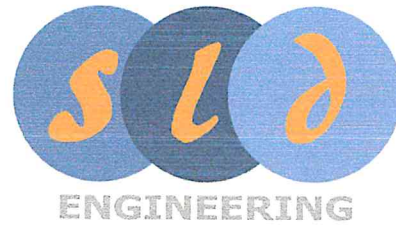
Florida Public Utilities	
Dale M. Butcher	
561-366-1635	
dbutcher@fpuc.com	

Authorized Signature Typed Name & Title Phone No. Date

***REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS**

Hamrick Estate	
Gil Culbreth, Co-Trustee	
863-763-3154	

Authorized Signature Typed Name & Title Phone No. Date



August 3, 2020

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

Subject: Loumax Development, Inc. SW 4th and SW 5th Street Abandonment Statement

Dear Mr. Montes de Oca:

As discussed last week, I know the deadline for the abandonment submittal is noon on Tuesday August 4, 2020 and that FPL and Centurylink were on storm watch last week. I was able to get FPL's sign off, but I am still awaiting Centurylink. As soon as I received the signoff, I will forward it to the City for your records.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Steven L. Dobbs Engineering

A handwritten signature in blue ink that reads 'Steven L. Dobbs'.

Steven L. Dobbs, P. E.
President

CC: Neal Markus
File

CITY OF OKEECHOBEE RIGHT-OF-WAY ABANDONMENT PETITION
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Florida Power & Light	
863-467-3708	
Donna Padgett	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Embarq d/b/a Century Link	
863-452-3185	
Kenneth R. Lutz	
ken.lutz@centurylink.com	

Kenneth R. Lutz _____ Kenneth R. Lutz - Engineer II _____ 863-452-3185 _____ 08/13/2020 _____
Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Comcast Cable	
863-763-2824	
107 NW 7th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Florida Public Utilities	
Dale M. Butcher	
561-366-1635	
dbutcher@fpuc.com	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

*** REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS**

Hamrick Estate	
Gil Culbreth, Co-Trustee	
863-763-3154	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____



CenturyLink

8/13/2020

Loumax Development, Inc.
c/o Steven L. Dobbs, P.E.
208 NE 2nd Avenue
Okeechobee, FL 34972

No Reservations/No Objection

SUBJECT:

Abandonment that portion of SW 4th Street and SW 5th Street, according to plat thereof as recorded in Plat Book 5 at Page 5 of the Public Records of Okeechobee County, Florida.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul at 727-449-3544 / william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P830678

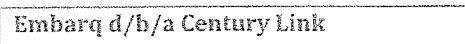
CITY OF OKEECHOBEE RIGHT-OF-WAY ABANDONMENT PETITION
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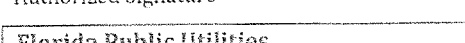
Florida Power & Light	
863-467-3708	
Donna Padgett	


Authorized Signature	Typed Name & Title	Phone No.	Date
	Embarq d/b/a Century Link		
	863-452-3185		
	Kenneth R. Lutz		
	ken.lutz@centurylink.com		

Authorized Signature	Typed Name & Title	Phone No.	Date
	Comcast Cable		
	863-763-2824		
	107 NW 7 th Avenue		

Construction Coordinator 561-402-4513 7-15-20

Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5 th Avenue	

Authorized Signature	Typed Name & Title	Phone No.	Date
	Florida Public Utilities		
	Dale M. Butcher		
	561-366-1635		
	dbutcher@fpuc.com		

Authorized Signature	Typed Name & Title	Phone No.	Date
	*REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS		
	Hamrick Estate		
	Gil Culbreth, Co-Trustee		
	863-763-3154		

Authorized Signature	Typed Name & Title	Phone No.	Date

CITY OF OKEECHOBEE RIGHT-OF-WAY ABANDONMENT PETITION
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Florida Power & Light	
863-467-3708	
Donna Padgett	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Embarq d/b/a Century Link	
863-452-3185	
Kenneth R. Lutz	
ken.lutz@centurylink.com	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Comcast Cable	
863-763-2824	
107 NW 7 th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Okeechobee Utility Authority	<i>No objection to Parcel - Right of Way abandonment.</i>
John Hayford	
863-763-9460	
100 SW 5 th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Florida Public Utilities	
Dale M. Butcher	
561-366-1635	
dbutcher@fpuc.com	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

***REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS**

Hamrick Estate	
Gil Culbreth, Co-Trustee	
863-763-3154	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

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863-467-3708	
Donna Padgett	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Embarq d/b/a Century Link	
863-452-3185	
Kenneth R. Lutz	
ken.lutz@centurylink.com	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Comcast Cable	
863-763-2824	
107 NW 7 th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5 th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Florida Public Utilities	
Ivan Gibbs	
561-723-3459	
igibbs@fpuc.com	

IVAN GIBBS _____ Ivan Gibbs Engineering Technician _____ 561-723-3459 _____ 7-28-2020 _____
Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

***REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS**

Hamrick Estate	
Gil Culbreth, Co-Trustee	
863-763-3154	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

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863-467-3708	
Donna Padgett	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

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863-452-3185	
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ken.lutz@centurylink.com	

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863-763-2824	
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Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5th Avenue	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

Florida Public Utilities	
Dale M. Butcher	
561-366-1635	
dbutcher@fpuc.com	

Authorized Signature _____ Typed Name & Title _____ Phone No. _____ Date _____

***REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS**

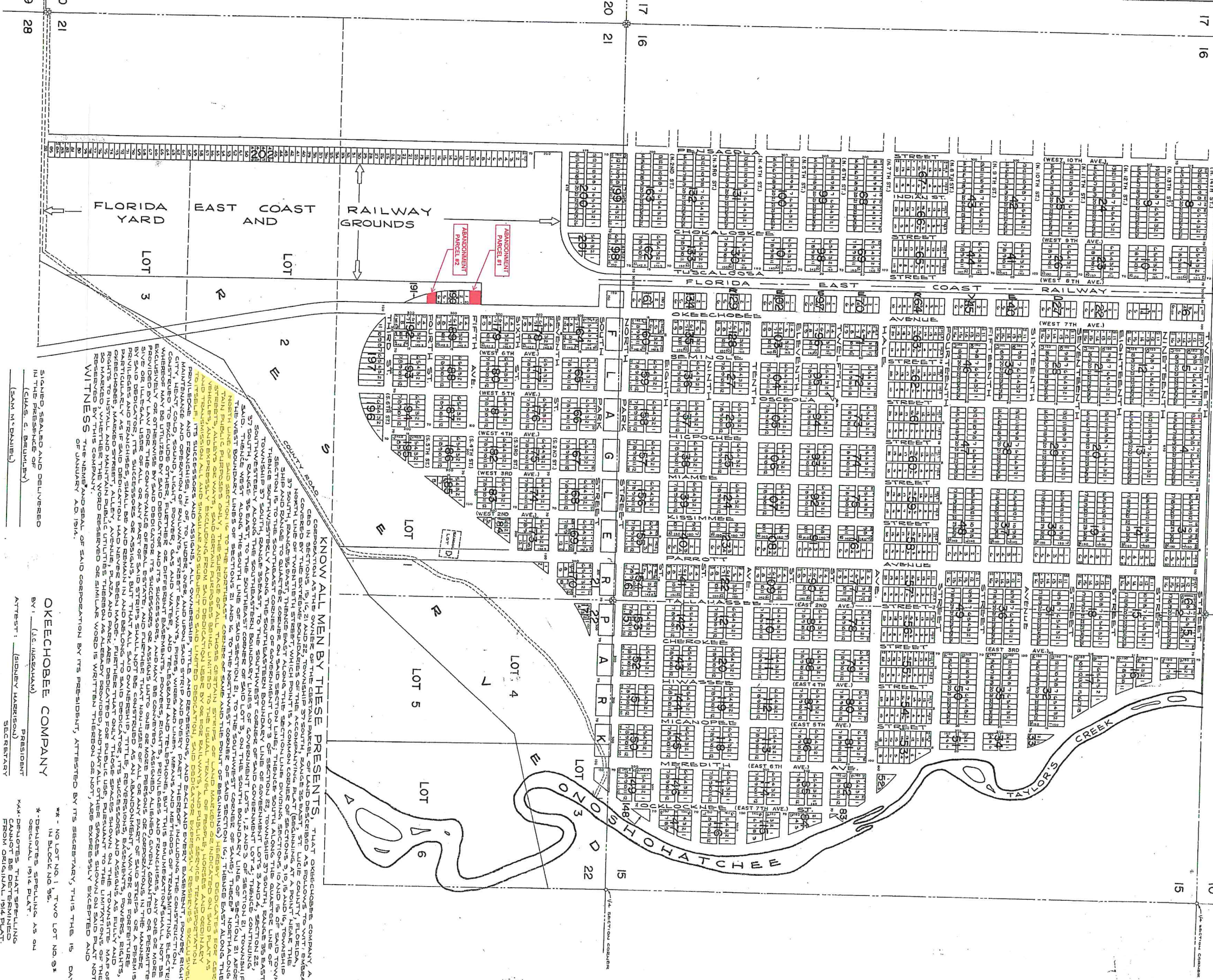
Hamrick Estate	<i>THE HAMRICK TRUST HAS A FEE SIMPLE INTEREST</i>
Gil Culbreth, Co-Trustee	<i>IN THE LEGAL DESCRIPTION OF THE RIGHT-OF-WAY</i>
863-763-3154	<i>TO BE ABANDONED</i>

H.C. Culley _____ *H.G. Culbreth, Jr.* *863-610-0265* *7-29-2020*
Authorized Signature _____ Typed Name & Title *Co-Trustee* Phone No. _____ Date _____

ORKEECHOBEE COUNTY, FLORIDA

ST. LUCIE COUNTY, FLORIDA
BEING A SUBDIVISION OF A PART OF
SECTIONS 15, 16, 21 & 22
TOWNSHIP 37 SOUTH
RANGE 35 EAST

SCALE 1" = 300'



KNOW ALL MEN BY THESE PRESENTS, THAT ORKEECHOBEE COMPANY, A CORPORATION AS THE SURFACE OF ALL THOSE CERTAIN STRIPS OF LAND...
WITNESSES MY HAND AND OFFICIAL SEAL THIS 15th DAY OF JANUARY 1914.

STATE OF FLORIDA
COUNTY OF ST. LUCIE
BEFORE ME personally appeared J.E. INGEBRAHAM and...

WE HEREBY CERTIFY AND declare that the attached map of the subdivision of parcels 37 south, range 35 east, township 37 south, range 35 east, is a true and correct copy of the original...

STATE OF FLORIDA
COUNTY OF ST. LUCIE
THIS INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF SAID COUNTY...

VERIFICATION:
THIS IS A TRUE COPY OF THE ORIGINAL...

51-51
REBUILT DIVISION



Staff Report

Right-of-Way Abandonment

Prepared for: *The City of Okeechobee*
Applicant: *Loumax Development, Inc*
Petition No.: *20-002-SC*

LaRue
planning

1375 Jackson Street # 206 Fort Myers, FL 33901

Request

The matter before the TRC is a request to abandon two sections of public right-of-way:

1. An approximately 15,700 square foot section of ROW described as follows:
“That portion of Southwest 4th Street (formerly known per plat as Fifth Avenue), 100 feet in width, lying north of Lot 1, Block 190, City of Okeechobee, according to the plat thereof as recorded in Plat Book 5 at Page 5 of the Public Records of Okeechobee County, Florida.”
2. An approximately 9,725 square foot section of ROW described as follows:
“That portion of Southwest 5th Street (formerly known per plat as Fourth Street), 70 feet in width, lying north of, Block 191, City of Okeechobee, according to the plat thereof as recorded in Plat Book 5 at Page 5 of the Public Records of Okeechobee County, Florida.”

In total, the abandonment request encompasses approximately 25,425 square feet (0.58 acres) of public ROW. The surrounding property which is owned by the applicant was recently approved for a future land use map amendment and a rezoning to industrial. If this request is approved, the applicant has stated their intention is to expand their industrial manufacturing operation that has been in existence on the property to the north.

General Information

Owner	Neal Markus
Address	Loumax Development, Inc PO Box 5501 Fort Lauderdale, FL 33310
Phone Number	954-347-1077
For the legal description of the project or other information regarding this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City’s website prior to the advertised public meeting at https://www.cityofokeechobee.com/agendas.html .	

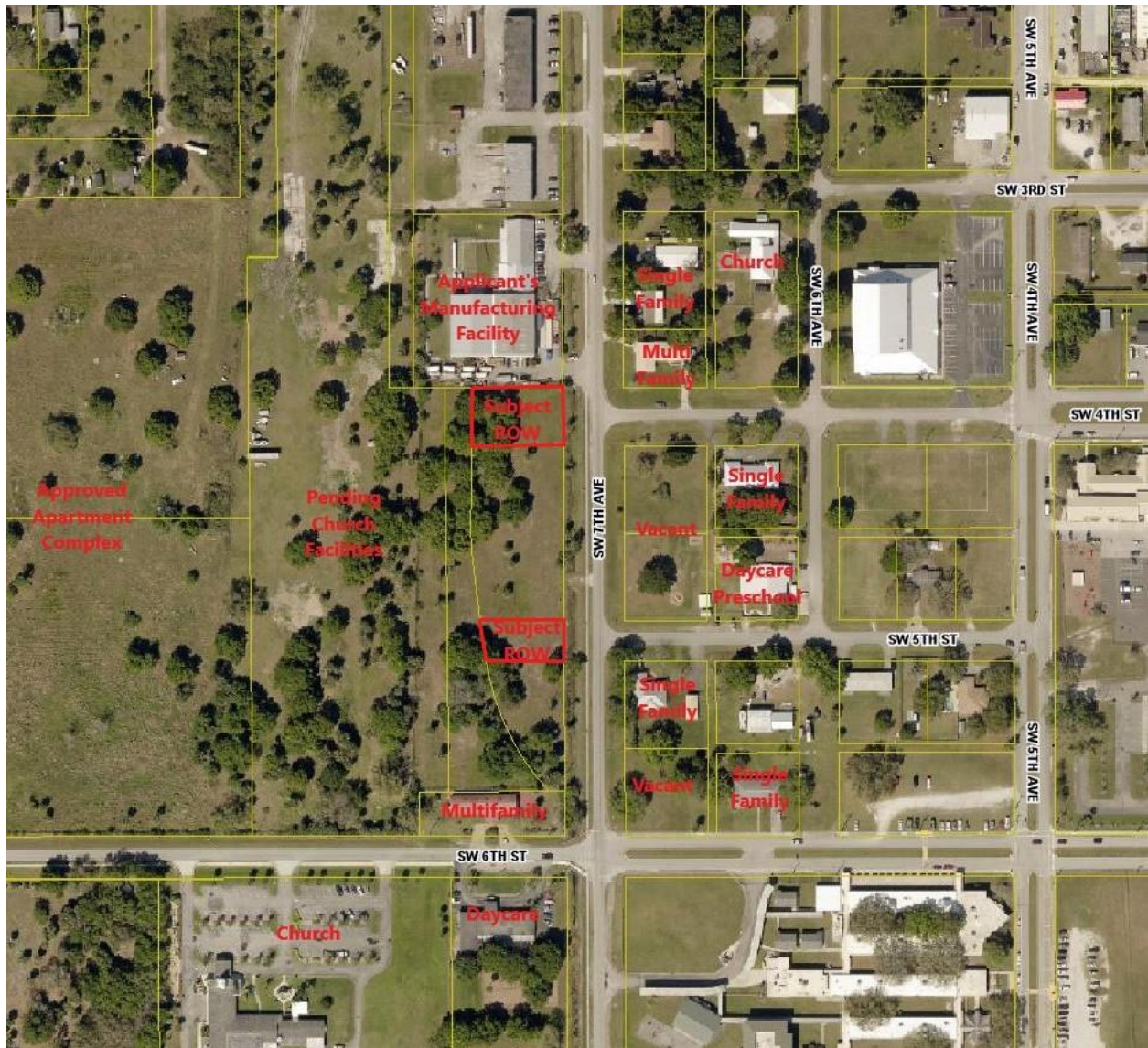
Characteristics of the Subject Property

	Existing	Proposed
Future Land Use	Industrial	Industrial
Zoning District	Industrial	Industrial
Use of Property	Industrial	Industrial
Acreage	2.87 acres	3.45

Description of the Subject Site and Surrounding Area

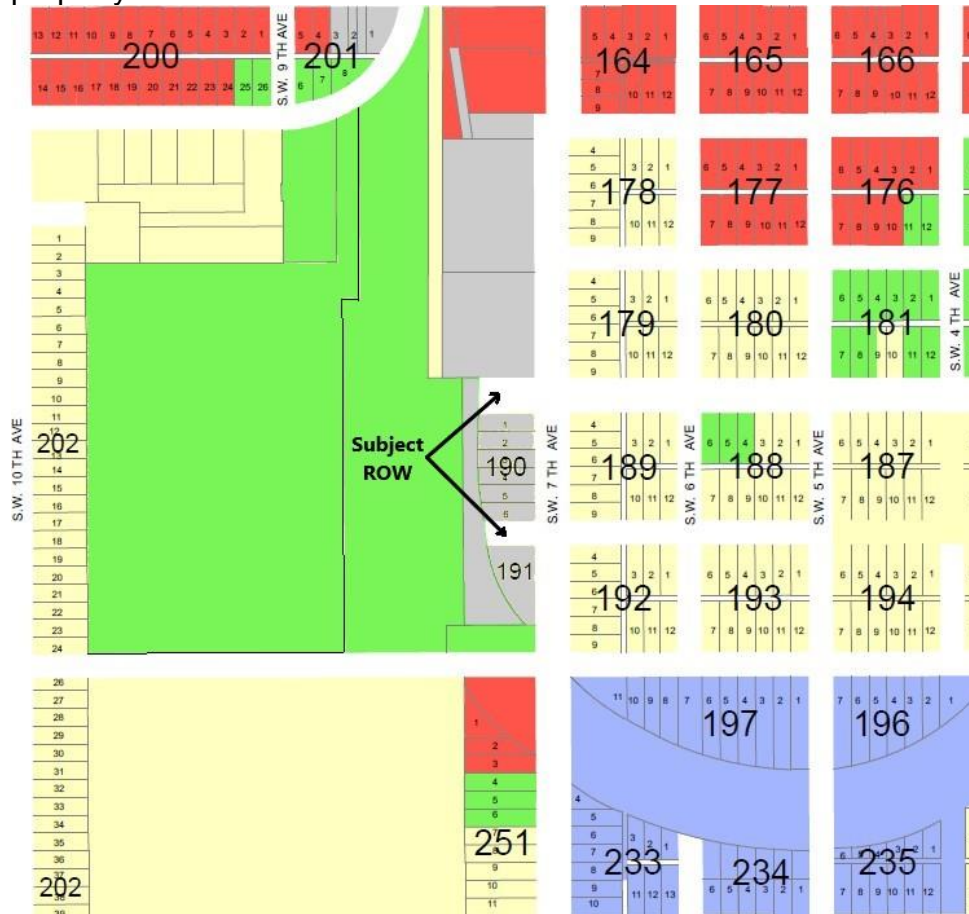
AERIAL

The subject of the abandonment/vacation, the unimproved rights-of-way of SW 4th Street and SW 5th Street, are outlined in Red, and the existing land uses in the vicinity are shown below on the aerial photograph from the Property Appraiser's office. The Applicant owns all four of the surrounding parcels.



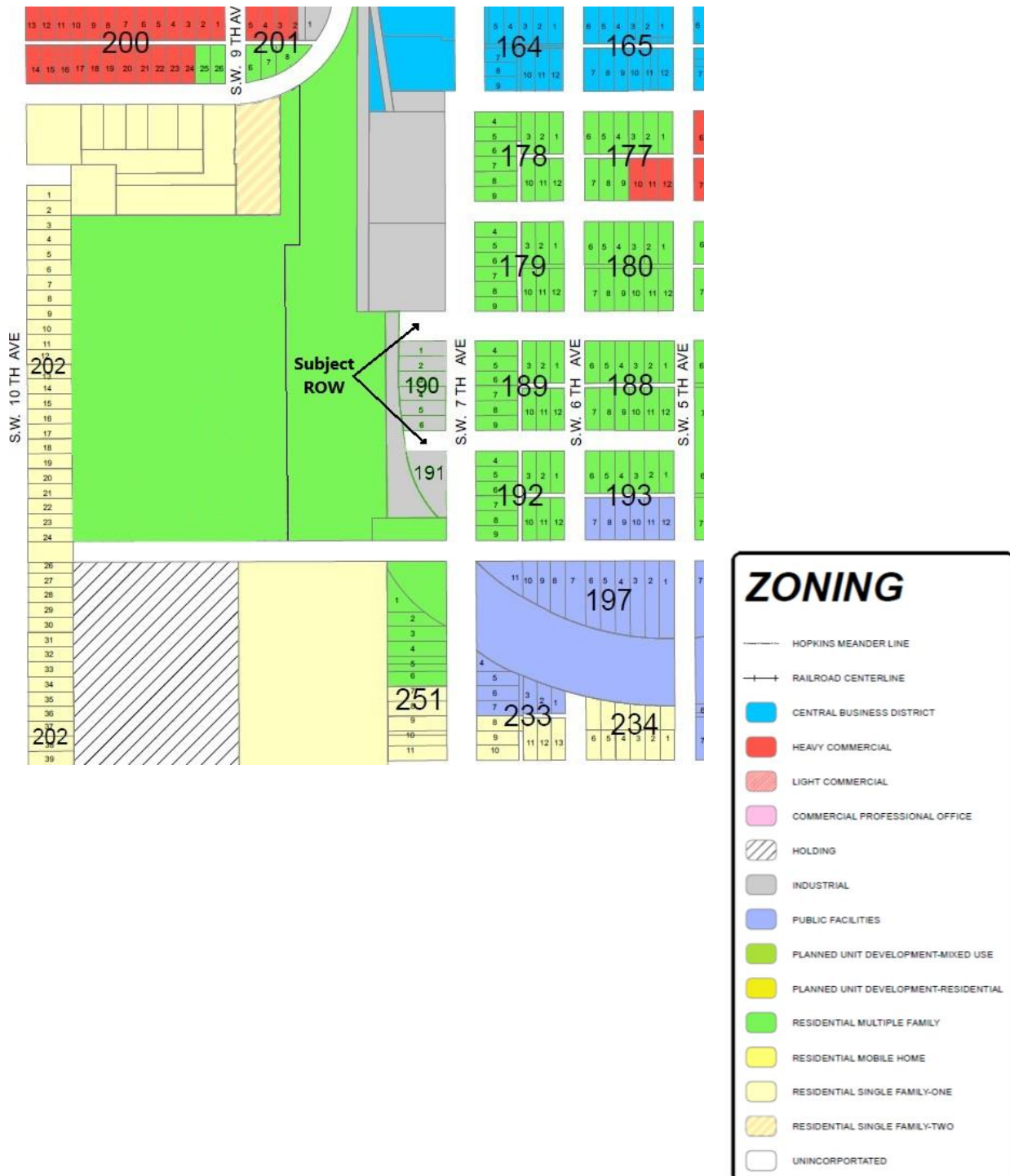
FUTURE LAND USE

The subject of the abandonment/vacation, the unimproved right-of-way of SW 4th Street and SW 5th Street, are identified below and the Future Land Use Map designations are shown on this excerpt from the City's Future Land Use Map. All surrounding properties on the west side of SW 7th Ave are designated Industrial and if this vacation is to be approved, it seems appropriate to place an Industrial designation on the vacated property.



ZONING

The subject of the abandonment/vacation, the unimproved right-of-way of SW 4th Street and SW 5th Street, are identified below and the zoning designations are shown on this excerpt from the City's Zoning Map. All surrounding properties on the west side of SW 7th Ave are designated Industrial and if this vacation is to be approved, it seems appropriate to place an Industrial designation on the vacated property.



Consistency with Sec. 78-33, Vacation of Rights-of-Way

Sec. 78.33 states that applications to vacate an alley or public right-of-way may be approved upon a finding by the City Council that the following requirements have been met. The Applicant's responses are provided in Times Roman typeface and are repeated below exactly as provided by the Applicant. Staff has made no attempt to correct typos, grammar, or clarify the Applicant's comments. Staff Comments are in Arial typeface.

1. *Proposed vacation is consistent with the Comprehensive Plan.*

Applicant Comment: "The requested abandonment of the road ROW is consistent with the Comprehensive Plan as it is currently not used for access or utilities, there is no mention of alleys in the City's Comprehensive plan, the LDR's mention alleys in Section 86-142, which states alley may be allowed in residential districts, also in Section 70-335, which states notice of abandonment required, otherwise they are other referenced, but not concerning vacancies."

Staff Comment: There is nothing in the City's Comprehensive Plan concerning abandonments or vacations of rights-of-way.

2. *Right-of-way to be vacated is not the sole access to any property, and the remaining access is not an easement*

Applicant Comment: "Neither ROW is sole access to any property and a remaining land will not require an easement."

Staff Comment: The applicant owns all of the surrounding property on the west side of SW 7th Avenue. No other properties require these ROWs for access.

3. *Proposed vacation is in the public interest and provides a benefit to the City.*

Applicant Comment: "The proposed vacation of the ROW is within a block that was previously rezoned to Industrial and will allow the existing business to expand to the south so this vacation will allow the existing road ROW square footage to add the required space south of the existing facility for the proposed expansion and return the property to the tax rolls."

Staff Comment: Since the City recently approved the future land use map amendment and rezoning to industrial designations, it seems appropriate to allow the subject rights-of-way to be vacated. Turning over maintenance responsibility to the applicant and adding this property to the City tax rolls will be a benefit to the City. If the property is developed according to the Applicant's stated plans, additional taxes will be collected by the City and a several jobs will be created by the applicant's proposed expansion of the existing manufacturing facility.

4. *Proposed vacation would not jeopardize the location of any utility.*

Applicant Comment: "There are currently no utilities in the requested abandonment."

Staff Comment: The Applicant has provided signed authorizations from all necessary utility entities including:

- Florida Power & Light
- Century Link (with the condition that the Applicant will bear the cost of relocation and

repair of any facilities that are found and/or damaged in the vacated areas)

- Comcast
- Okeechobee Utility Authority
- Florida Public Utilities

Recommendation

Based on the foregoing information and analysis, we believe, from a planning perspective, that the requested rights-of-way vacation/abandonment **can be considered consistent with the requirements of Sec. 78-33.**

Submitted by:



Benjamin L. Smith, AICP
Sr. Planner

LaRue Planning
September 8, 2020

TRC Meeting: September 17, 2020

PB/BOA Meeting: October 15, 2020

City Council 1st Reading: (tentative) November 17, 2020

City Council 2nd Reading and Public Hearing: (tentative) December 1, 2020



CITY OF OKEECHOBEE, FLORIDA
SEPTEMBER 17, 2020
TECHNICAL REVIEW COMMITTEE MINUTES
SUMMARY OF COMMITTEE ACTION

I. CALL TO ORDER

Chairperson Montes De Oca called the regular meeting of the Technical Review Committee for the City of Okeechobee to order on Thursday, September 17, 2020, at 10:00 A.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. Pursuant to Executive Order No. 20-69 issued by Governor DeSantis on March 20, 2020, and further 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 digital comments are recorded and retained as a permanent record.

A. The Pledge of Allegiance was led by Chairperson Montes De Oca.

II. ATTENDANCE

Technical Review Committee Secretary Patty Burnette called the roll. City Administrator Marcos Montes De Oca, Public Works Director David Allen, Building Official Jeffery Newell, and Fire Chief Herb Smith were present. Police Chief Bob Peterson was absent, and Major Donald Hagan was present in his place.

CITY STAFF

City Planning Consultant Ben Smith, General Services Secretary Yesica Montoya, Executive Assistant Robin Brock and Okeechobee County Environmental Health Director Victor Faconti were present in the Chambers. The School Board Representative and Okeechobee Utility Authority (OUA) Executive Director John Hayford were absent with consent.

III. AGENDA

- A.** Chairperson Montes De Oca asked whether there were any agenda items to be added, deferred or withdrawn. There were none.
- B.** A motion was made by Building Official Newell to approve the agenda as published; seconded by Public Works Director Allen.

Chairperson Montes De Oca, Public Works Director Allen, Building Official Newell, Major Hagan, and Fire Chief Smith voted: Aye. Nays: none. Motion Carried.

IV. MINUTES

- A.** A motion was made by Building Official Newell to dispense with the reading and approve the June 18, 2020 regular meeting minutes; seconded by Major Hagan.

Chairperson Montes De Oca, Public Works Director Allen, Building Official Newell, Major Hagan, and Fire Chief Smith voted: Aye. Nays: none. Motion Carried.

V. NEW BUSINESS

A. City Planning Consultant Ben Smith of LaRue Planning and Management Services briefly reviewed the Planning Staff Report for Abandonment of Right-of-Way Petition No. 20-002-SC, which requests to vacate the portion of Southwest 4th Street (formerly known per plat as Fifth Avenue), 100 feet in width, lying North of Lot 1, of Block 190, and the portion of Southwest 5th Street (formerly known per plat as Fourth Street), 70 feet in width, lying North of, Block 191, both being CITY OF OKEECHOBEE, Plat Book 5, Page 5, Public Records of Okeechobee County. The surrounding property which is owned by the Applicant was recently approved for a Future Land Use Map (FLUM) Amendment and a Rezoning to Industrial. If this request is approved, the Applicant has stated their intention is to expand their industrial manufacturing operation that has been in existence on the property to the North. With the recent FLUM and Zoning approvals and given that all surrounding properties on the West side of Southwest 7th Avenue are designated Industrial, it seems appropriate to place an Industrial designation on the vacated property. Planning Staff's responses to the required findings are: the alleyways are not the sole means of access to any property; the Applicant owns all the surrounding property on the West side of Southwest 7th Avenue; the proposed rights-of-way areas to be vacated have not been improved to facilitate vehicular travel; turning over maintenance responsibilities to the Applicant and adding property to the City's tax rolls will be a benefit to the City; and finally, the Applicant has received authorization from all necessary utility entities. Florida Power & Light (FPL) is requiring a 10-foot easement be provided on the East end of Southwest 4th and 5th Street rights-of-way West of 7th Avenue. Century Link has requested a condition that the Applicant will bear the cost of relocation and repair any facilities that are found and/or damaged in the vacated areas. Planning Staff is recommending **approval** based on these findings.

1. Building Official Newell confirmed with the Applicant's representative, Mr. Steve Dobbs, that his client agreed with all the Utility Companies comments. Mr. Dobbs confirmed this.

Fire Chief Smith: No issues were received.

Major Hagan: No issues were received.

Public Works Director Allen: No issues were received.

County Environmental Health Dept: No issues were received.

OUA: Director Hayford was not in attendance although forwarded an email to the Committee Secretary stating he had no issues with this application.

2. Mr. Steven Dobbs, Engineering Project Manager, representing the Property Owner, Loumax Development Inc, was present and available for questions. There were none.

3. Chairperson Montes De Oca asked whether there were any comments or questions from those in attendance from the Public. There were none.
4. Chairperson Montes De Oca disclosed he had spoken with Mr. Dobbs regarding the application. There were no other disclosures.
5. A motion was offered by Building Official Newell to recommend approval to the Planning Board for Abandonment of Right-of-Way Petition No. 20-002-SC, which requests to vacate the portion of Southwest 4th Street (formerly known per plat as Fifth Avenue) and the portion of Southwest 5th Street (formerly known as Fourth Street) with the following conditions: FPL is requiring a 10-foot easement be provided on the East end of Southwest 4th Street and 5th Street rights-of-way West of 7th Avenue; and Century Link has requested a condition that the Applicant will bear the cost of relocation and repair any facilities that are found and/or damaged in the vacated areas; seconded by Public Works Director Allen.
 - a) The Committee offered no further discussion.
 - b) **Chairperson Montes De Oca, Public Works Director Allen, Building Official Newell, Major Hagan, and Fire Chief Smith voted: Aye. Nays: none. Motion Carried.**

- B.** City Planning Consultant Smith briefly reviewed the Planning Staff Report for Site Plan Review Application No. 20-005-TRC, which pertains to the construction of a proposed Church sanctuary and fellowship hall, on 10.24 vacant acres with parking and drainage facilities located at 807 Southwest 2nd Street. The Applicant proposes to build in phases. The church sanctuary and fellowship hall are proposed in the first phase and the site plan depicts for future development a gym, a conference hall and the reservation of 0.5 acres in the Southeast corner of the parcel for a parsonage. The sanctuary, fellowship hall, gym, and conference hall are all proposed with building footprints of 70-feet by 150-feet and to be 10,500 square feet each. A 20-foot by 25-foot porte-cochere is also proposed for the main sanctuary building. The proposed vacant site is located between Southwest 8th Avenue to the North and Southwest 6th Street to the South. Vacant land, which is the site of an approved, yet unbuilt, 190 dwelling unit apartment complex, lies to the West. To the East lie commercial uses as well as an active industrial manufacturing facility (Ecotec Manufacturing Inc.) that is currently proposed for expansion.

The Applicant is proposing the use of a well for potable water and a septic system for sewage disposal. Regarding solid waste disposal, service will be provided by Waste Management, which has stated service is available and adequate capacity exists in the County's solid waste facility to serve the proposed development. A drainage report has been submitted, and a dry retention area is depicted on the site plan. Regarding traffic generation, the Institute of Traffic Engineers (ITE) trip generation rate for churches is 9.11 weekday trips per 1,000 square feet. At 21,000 square feet, the ITE trip generation rates provide an estimate of 191 daily weekday trips for phase one of the project. Phase two of the project would add another 21,000 square feet, as well as a single-family residence. Upon

completion of all proposed structures, it is estimated that 393 daily weekday trips will be generated by this project.

Combined with the additional vehicle trips that will be generated by the approved yet unbuilt apartment complex on the adjacent property to the West, the level of traffic in this neighborhood has the potential to increase substantially. A more in-depth traffic study may need to be conducted at such time as the phase 2 Two structures are proposed for construction, especially depending on the use of those structures, as gyms, daycares and study areas are often used throughout the week, not just on Sundays. If at that time it is determined that there will be capacity issues, it may be appropriate to require that the access from Southwest 6th Street be converted from an emergency entrance with stabilized grass to a paved secondary entrance. The main ingress/egress for this facility will be from Southwest 8th Avenue. An additional emergency entrance is also proposed from Southwest 6th Street.

The entrance on Southwest 8th Avenue is 24 feet wide, as well as all of the drive aisles with adjacent parking spaces. However, the drive aisle beneath the porte-cochere is only 17-feet wide and one of the drive aisles at the end of a parking row is only 20-feet wide. The dumpster pad is located at the end of a parking row and should be accessible for any truck. The loading zone is located adjacent to the sanctuary building and large trucks will likely need to pass beneath the porte-cochere to access it. Section 90-512(4) requires that places of worship be provided with one parking space per three persons in main auditorium. The plans state that the maximum seating of the auditorium is 450 persons, which requires 150 parking spaces. Section 90-484 of the City's Land Development Regulations (LDR's) Code allows for applicants to request approval for a reduction in the number of required paved parking spaces. The application submittal package did not mention any such request, though the applicant's engineer has indicated in emails that this request will be made. This section further allows for the City Council to approve such a request upon submittal of a parking study which demonstrates that the proposed use normally would have a demand for the total required parking spaces only on one or two days a week; and allows for up to 75 percent of the parking spaces to be reduced. Plans depict a new sidewalk along Southwest 2nd Street and a photometric lighting plan is provided which demonstrates adequate illumination of the parking area.

The dimensional standards review appears to meet the requirements except for paved parking spaces; unclear as to whether the walkway adjacent to the fellowship hall extends to the entrance; no landscaping is shown in the two-foot wide space reserved around the perimeter of the sanctuary building and along the fellowship hall; 39 shrubs are required in the buffer areas on the East property line and only 22 shrubs are shown; and many of the proposed trees in the parking area are palms which do not provide as much shade as other types for the pedestrian walks and parking spaces.

Planning Staff is recommending **approval** based on the above analysis with the following conditions to be met prior to issuance of building permits: City Council approval of a 75 percent reduction in the number of paved parking spaces; should the Fire Chief agree, the stabilized grass driveway that is proposed from Southwest 6th Street is acceptable as long as a security gate is maintained, and use is restricted to emergency situations only; plans should clearly demonstrate that a paved walkway extends to the entrance of the fellowship hall and the Applicant should also consider rerouting that walkway away from the dumpster pad; two-foot wide landscaped buffers should be provided between buildings and vehicular areas; 17 additional shrubs should be provided along the East property line; and the Applicant should consider substituting shade trees for palms in the parking areas and around the walking paths.

1. Building Official Newell suggested maybe having the Applicant come back to another meeting since there are many needed revisions. He reviewed the Planner's conditions on page 10 of the Staff Report with Mr. Dobbs to make sure they were in agreement with them.

Fire Chief Smith commented the plans indicate the building is not sprinkled. Per the National Fire Protection Association (NFPA), the building shall be required to install an automatic fire sprinkler system based on the occupancy load. Underground piping supplying the fire sprinkler system and all associated components is required. In addition, there is nothing indicated on the proposed plans regarding the size of water mains supplying water to the complex or the fire sprinkler system. The fire flow will need to be determined after the water mains are identified and their sizes. The project requires at least one fire hydrant now that will need to be connected with OUA service as a well will not be sufficient. Additional hydrants may be required when the future development stage takes place. Chief Smith inquired as to the rated weight of the access road as he was concerned with the fire trucks sinking when the grassy material was wet. He inquired as to whether the entrance on Southwest 8th Street would be gated and whether the Fire Department would have access. Last item Chief Smith inquired about was in reference to some type of paved Y-shaped turnaround that could be installed again for stability for the fire trucks.

Major Hagan: No issues were received.

Public Works Director Allen pointed out Section 90-511(e)(1) of the City's Land Development Regulations states **except for** single-family dwellings and places of public assembly or worship, each parking and loading space shall be paved. Planner Smith confirmed this to be accurate therefore, no request for a reduction in paved parking spaces is required.

Chairperson Montes De Oca voiced a concern regarding the stabilized access and parking area. Need more detail on the drainage so that areas are not muddy and there is no sinking when people park. Suggested installing a six-inch layer of shell rock underneath the geogrid, which is a geosynthetic made from polymeric materials and used for reinforcement applications in various types of construction projects. He thanked the Applicant for proposing a sidewalk along the frontage on Southwest 2nd Avenue. Lastly, he commented given the parsonage is part of the parcel, access should be internal to the property and there should be no access from Southwest 7th Avenue to the site. All access needs to come through the facility.

County Environmental Health Dept Faconti: No issues where received.

In the absence of OUA Director Hayford, Chairperson Montes De Oca read into the record an email he sent stating the following: since both TRC agenda items for the September 17, 2020 meeting do not require OUA water or sewer, the OUA will not be participating. I will point out the second agenda item does at one point state that OUA water will be required, but, the plans do not show water mains or well location and the City Staff Report states the Applicant will be utilizing a well and septic tank for water and sewer needs. Please confirm as to how potable water and wastewater will be provided.

2. Mr. Steven Dobbs, Engineering Project Manager, on behalf of the Property Owner, Haven of Rest Inc., as well as Mr. Tom Velie, were present for questions. Mr. Dobbs responded to a question from Fire Chief Smith regarding the rated weight of the access road. The road will be highway rated for access and then the grass will grow over it. Regarding water and wastewater, they will provide plans and coordinate with OUA. In the spirit of trying to keep construction costs low, Mr. Velie stated they will drop the seating capacity to try and stay under the NFPA requirement for a fire sprinkler system. Discussion ensued regarding fire walls and establishing fire zones that would be reviewed by both the Building Official and Fire Chief for approval according to all building and fire codes. There is a lockbox installed at the Southwest 6th Street gate for fire department access. Mr. Dobbs commented there would be a stabilized area for the fire trucks to turn around in. Finally, he inquired about a groundbreaking for the Church. This is fine to have although both the Fire Chief and the Building Official stated they can not approve any reviews of the buildings until the infrastructure was in place for the water supply. The hydrant needs to be installed and working before construction starts.
3. Chairperson Montes De Oca asked whether there any comments or questions from those in attendance from the Public. There were none.
4. Chairperson Montes de Oca asked for Disclose of Ex parte Communications by the Committee. There were none.

5. A motion was offered by Building Official Newell to approve Site Plan Review Application No. 20-005-TRC, which pertains to the construction of a proposed Church sanctuary and fellowship hall, on 10.24 vacant acres with parking and drainage facilities located at 807 Southwest 2nd Street with the following contingencies: should the Fire Chief agree, the stabilized grass driveway that is proposed from Southwest 6th Street is acceptable as long as a security gate is maintained, and use is restricted to emergency situations only; plans should clearly demonstrate that a paved walkway extends to the entrance of the fellowship hall and the Applicant should also consider rerouting that walkway away from the dumpster pad; two-foot wide landscaped buffers should be provided between buildings and vehicular areas; 17 additional shrubs should be provided along the East property line; the Applicant should consider substituting shade trees for palms in the parking areas and around the walking paths; add fire zones to the buildings; phase two will require a paved secondary entrance; add stabilized lime rock to grass emergency access; add fire hydrant for fire protection from OUA connection; and no access off of Southwest 7th Street for the parsonage; seconded by Fire Chief Smith.

a) The Committee offered no further discussion.

b) **Chairperson Montes De Oca, Public Works Director Allen, Building Official Newell, Major Hagan, and Fire Chief Smith voted: Aye. Nays: none. Motion Carried.**

VI. There being no further items on the agenda, Chairperson Montes De Oca adjourned the meeting at 10:52 A.M.

Please take note and be advised that any person desiring to appeal any decision made by the Technical Review Committee with respect to any matter considered at this proceeding, such interested person will need a record of the proceedings, and for such purpose may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. General Service's media are for the sole purpose of backup for official records of the Department.

Marcos Montes De Oca, Chairperson

ATTEST:
Patty M. Burnette, Secretary



**CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD & WORKSHOP MEETING
OCTOBER 15, 2020
DRAFT SUMMARY OF BOARD ACTION**

I. CALL TO ORDER

Vice Chairperson McCoy called the regular Planning Board and Workshop meeting for the City of Okeechobee to order on Thursday, October 15, 2020, at 7:47 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. 20-246 effective September 30, 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.

II. ATTENDANCE

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

CITY STAFF: City Planning Consultant Ben Smith, City Administrator Marcos Montes De Oca, Deputy City Clerk Bobbie Jenkins, and Executive Assistant Robin Brock were present. City Attorney John Fumero and General Services Secretary Yesica Montoya were absent with consent.

Vice Chairperson McCoy moved Alternate Board Members Papasso and Shaw to voting positions.

III. AGENDA

- A.** Vice Chairperson McCoy asked whether there were any agenda items to be added, deferred, or withdrawn. There were none.
- B.** A motion was made by Board Member Brass to adopt the agenda as presented; seconded by Board Member Papasso.

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

IV. MINUTES

- A.** A motion was made by Board Member Baughman to dispense with the reading and approve the September 17, 2020 Regular Meeting and Workshop minutes; seconded by Board Member Chartier.

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

V. VICE CHAIRPERSON MCCOY OPENED THE PUBLIC HEARING AT 7:50 P.M.

- A.** City Planning Consultant Ben Smith of LaRue Planning and Management Services briefly reviewed the Planning Staff Report for Abandonment of Right-of-Way Petition No. 20-002-SC which requests to vacate an unimproved portion of Southwest 4th Street, (approximately 100-feet by 140-feet±), and a portion of Southwest 5th Street, (approximately 70-feet by 103-feet±) from Southwest 7th Avenue westward to dead-end. The surrounding property which is owned by the Applicant was recently approved for a Future Land Use Map (FLUM) Amendment (Application No. 20-002-SSA) and a Rezoning (Petition No. 20-001-R) to Industrial. If this request is approved, the Applicant has stated their intention is to expand their industrial manufacturing operation that has been in existence on the property to the North.

V. PUBLIC HEARING ITEM CONTINUED

A. With the recent FLUM and Zoning approvals and given all surrounding properties on the West side of Southwest 7th Avenue are designated Industrial, it seems appropriate to place an Industrial designation on the vacated property. Planning Staff's responses to the required findings are: the alleyways are not the sole means of access to any property; the Applicant owns all the surrounding property on the West side of Southwest 7th Avenue; the proposed rights-of-way areas to be vacated have not been improved to facilitate vehicular travel; turning over maintenance responsibilities to the Applicant and adding property to the City's tax rolls will be a benefit to the City; and finally, the Applicant has received authorization from all necessary utility entities. Florida Power & Light (FPL) is requiring a 10-foot easement be provided on the East end of Southwest 4th and 5th Street rights-of-way West of 7th Avenue. Century Link has requested a condition that the Applicant will bear the cost of relocation and repair of any facilities that are found and/or damaged in the vacated areas. Planning Staff is recommending approval based on these findings.

1. Mr. Steven Dobbs, with SLD Engineering LLC, who represents the Property Owner, Loumax Development Inc, was present for questions. There were none.
2. Vice Chairperson McCoy opened the floor for public comment and there was none.
3. No Ex-Parte disclosures were offered from Board Members.
4. A motion was offered by Board Member Baughman to recommend approval to the City Council for Abandonment of Right-of-Way Petition No. 20-002-SC which requests to vacate an unimproved portion of Southwest 4th Street, (approximately 100-feet by 140-feet±), and a portion of Southwest 5th Street, (approximately 70-feet by 103-feet±) from Southwest 7th Avenue westward to dead-end with the following conditions: FPL is requiring a 10-foot easement be provided on the East end of Southwest 4th and 5th Street rights-of-way West of 7th Avenue; and Century Link has requested a condition that the Applicant will bear the cost of relocation and repair any facilities that are found and/or damaged in the vacated areas; seconded by Board Member Papasso.
 - a) The Board offered no further discussion.
 - b) **Vice Chairperson McCoy, Board Members Baughman, Papasso, and Shaw voted: Aye. Nays: Board Members Brass and Chartier. Absent: Chairperson Hoover, Board Members Granados and Jonassaint. Motion Carried.** The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for November 5, 2020, and December 1, 2020, 6:00 P.M.

VICE CHAIRPERSON MCCOY CLOSED THE PUBLIC HEARING AT 7:55 P. M.

VI. VICE CHAIRPERSON MCCOY RECESSED THE REGULAR MEETING AND CONVENEED THE WORKSHOP AT 7:55 P.M.

A. City Planning Consultant Smith briefly reviewed the Staff Report for the Workshop regarding Rezoning of Holding Properties. As initiated by the Planning Board at the August 20, 2020 workshop and as discussed at the September 17, 2020 workshop, the purpose of this report is to further discuss the potential formulation of a program to incentivize owners of properties zoned Holding to request a rezoning to another zoning district. At one time, the City's Land Development Regulations (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.

VI. WORKSHOP ITEM CONTINUED

A. If the goal of the City is to encourage owners of Holding properties to rezone, then the City may 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. As directed by the Board at the September 17, 2020 workshop, we checked on the possibility of reducing advertisement costs by bundling multiple rezoning requests into one advertisement. The Deputy Clerk informed that this was, unfortunately, not possible. However, please see attached items presented for discussion including; draft letter that could be sent to Holding property owners, draft application specifically for this program, standard City of Okeechobee Rezoning Application, and Holding property parcel analysis and recommendations. Planner Smith explained he prepared a first draft letter to send out to property owners explaining the program and why it is a benefit to them. An application fee has not been agreed upon. He worked on a simple application for submittal, and a simple checklist of submittal items. One would need to show their Warranty Deed, either the property owner and or applicant must show authorization, provide survey if available, provide the legal description, and a surrounding property owners list would be required. Supplemental supporting information could be optional. Planner Smith commented at some point, we need to go over these 55 properties and discuss the recommendations made, some of them are going to be cut and dry, some you will say hold on, as existing Future Land Uses are different. Approving whether they should be Single Family or Multi-Family as an example.

After discussion, the consensus of the Board was to have the City Planner bring it back for further discussion. They were happy with the notification letter and checklist and asked for a proposed fee.

VICE CHAIRPERSON MCCOY ADJOURNED THE WORKSHOP AND RECONVENED THE REGULAR MEETING AT 8:03 P.M.

VII. There being no further items on the agenda, Vice Chairperson McCoy adjourned the meeting at 8:03 P.M.

Doug McCoy, Vice 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.

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE OFFICIAL RESULTS FOR THE 2020 GENERAL CITY ELECTION; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY RUSS CALE AND MONICA McCARTHY CLARK, AS ELECTED CITY COUNCIL MEMBERS; PROVIDING FOR THE CITY CLERK TO ISSUE CERTIFICATES OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 7, 2020, by virtue of the provisions of the Charter of the City of Okeechobee and Florida State Law, Mayor Watford proclaimed and declared that a General City Election will be held on November 3, 2020, by the qualified voters for two City Council Members; and

WHEREAS, as provided in Section 26-4 of the Code of Ordinances, the City's qualifying period was held from Noon, August 17 through Noon, August 21, 2020, in the Office of the City Clerk for all persons who desired to become a qualified City Candidate; and

WHEREAS, such individual(s) who qualified as candidates for the Office of City Council were incumbent Monica McCarthy Clark and Russ Cale; and

WHEREAS, due to only two individuals qualifying to run for the two offices, they are deemed elected as unopposed for the Office of City Council, resulting in no City Council on the 2020 General Election Ballot.

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

Section 1. That, incumbent Monica McCarthy Clark and Russ Cale, were elected by default as unopposed, and are hereby declared elected as City Council Members, and shall hold office for four (4) years beginning the first Monday in January following the November 3, 2020, General Election and until their successors are elected and qualified as provided in Section 26-5, Code of Ordinances. Terms being January 4, 2021, through January 6, 2025.

Section 2. The City Clerk is hereby instructed to coordinate an Investiture Ceremony for the official issuance and delivery of the Certificates of Election to each candidate elected as provided in Section 26-10, Code of Ordinances.

Section 3. All Resolution or parts of Resolutions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 5. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED in Regular Session this 1st day of December 2020.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

Subscription Agreement



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the 1st day of December, 2020;

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

City of Okeechobee ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.

“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.



- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights

granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
 - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase

- from the previous year's Subscription Fees by two-point-five percent (2.5%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, additional travel and living expenses would apply.
 - c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
 - d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
 - e. All payments are due thirty (30) days from the date of invoice.
 - a. All references to currency are in US Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining

Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. **Limitation of Liability**

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. **Indemnity**

- a. eSCRIBE shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses

(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. "**Confidential Information**" means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee

information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services,

disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

10. **Insurance**

- a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
 - i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and

- iv. Errors and omissions liability insurance insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
- A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.

If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.

11. **Advertising**

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products

and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this

Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **No Discrimination.** eSCRIBE and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.
- m. **No Lobbying.** Pursuant to Section 216.347, F.S., the eSCRIBE shall not expend any funds obtained under this Contract to lobby the Legislature, the judicial branch or another state agency.
- n. **E-Verify.** eSCRIBE has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. eSCRIBE shall expressly require any subcontractor performing work or providing services pursuant to this 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.
- o. **eSCRIBE's Duties Regarding Public Records.** eSCRIBE must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If eSCRIBE asserts any exemptions to Florida's public records laws, eSCRIBE has the burden of establishing and defending the exemption. eSCRIBE's failure to comply with this section is a breach of this Contract. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the eSCRIBE to establish an in-house policy in reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records. IF eSCRIBE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO e-SCRIBE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL



ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

- p. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the eSCRIBE and the City. No person or entity other than the eSCRIBE or the City shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.
- q. **Sovereign Immunity.** Nothing herein shall constitute or be interpreted as a waiver of sovereign immunity by the City.
- r. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- s. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- t. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eSCRIBE Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

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

Attention: Office of the City Administrator

Subscription Agreement



The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

City of Okeechobee

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title

Dowling R. Watford, Mayor
Authorizing Officer, Title

I have the authority to bind the organization



Appendix A – Annual Subscription Fees

eSCRIBE Annual Service and Support Fees			
Module	Fee	Quantity	Total
eSCRIBE Webcasting Bundle	\$ 8,889	1	\$ 8,889
eSCRIBE Webcasting Plus (encoder included)	INCL		
eSCRIBE Automated Closed Captioning	\$ 7,779	1	\$ 7,779
Year 1 Subscription Fees			\$ 16,668

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eSCRIBE's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE's support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.



Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and



resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement



Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Professional Services	Fee	Quantity	Cost
Configuration and Training	\$ 2,229	1	\$ 2,229
Closed Captioning Setup	\$ 2,229	1	\$ 2,229
Implementation Services Fees			\$ 4,458

Subscription Agreement



Appendix D – Authorized Customer Locations

Name	Address	Authorized Contact
City Hall	55 SE 3rd Avenue Okeechobee, FL 34974	Marcos Montes De Oca City Administrator Robin Brock Executive Assistant Lane Gamiotea City Clerk Bobbie Jenkins Deputy City Clerk Patty Burnette General Services Coordinator



Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50



Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement



Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____, 2020, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization



Memo

To: Marcos Montes De Oca
From: David Allen, Public Works Director
Date: 11/20/2020
Re: Requestst for award of SE 3rd Avenue Paving Improvements Project to CW Roberts Inc.

Public Works is requesting the approval to award a contract for paving services, PW 05-10-09-20, FDOT FPN 440372-1 to CW Roberts Contracting Inc. in the amount of \$139,848.50.

Four bids were received for the project. The total bid amount for each of the vendors is:

CW Roberts Contracting Inc.	\$139,848.50
Florida Blacktop Inc.	\$152,141.89
Ranger Construction	\$153,332.00
Hardrives Inc.	\$168,919.50

A detailed bid tabulation for the project along with the actual bid documents from CW Roberts are attached.

This project is a FDOT SCOP-Communities funded project. The grant amount form FDOT is \$123,531.00. The difference of \$16, 317.50 will be funded from the existing Public Works budget under the \$80,000.00 allocation for asphalt and roadway reconstruction, line item 301-549-6300.

Given the approximate nature of asphalt work, it is also requested that the City Administrator be authorized to approve adjustments to the final project cost not to exceed \$10,000.00 to reflect the actual amounts used for the project.

CITY OF OKEECHOBEE

PW 05-10-09-20 October 22, 2020 3:00 PM Bid Opening

Okeechobee Southeast 3rd Avenue Pavement Improvements

CONTRACTOR:

		Florida Blacktop, Inc.				Hardrives, Inc.				C. W. Roberts Contracting Inc.				Ranger Construction			
ITEM NO.		UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION / DEMOBILIZATION	LUMP SUM	1	\$ 10,383.43	\$ 10,383.43	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	LUMP SUM	1	\$ 8,500.00	\$ 8,500.00	LUMP SUM	1	\$ 11,500.00	\$ 11,500.00
2	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$ 1,657.74	\$ 1,657.74	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00	LUMP SUM	1	\$ 2,300.00	\$ 2,300.00	LUMP SUM	1	\$ 9,600.00	\$ 9,600.00
3	INLET PROTECTION SYSTEM	EACH	10	\$ 174.72	\$ 1,747.20	EACH	10	\$ 250.00	\$ 2,500.00	EACH	10	\$ 235.00	\$ 2,350.00	EACH	10	\$ 109.00	\$ 1,090.00
4	MILL EXISTING ASPHALTIC PAVEMENT, 1" AVERAGE DEPTH	SQUARE YARD	8742	\$ 3.05	\$ 26,663.10	SQUARE YARD	8742	\$ 2.25	\$ 19,669.50	SQUARE YARD	8742	\$ 1.75	\$ 15,298.50	SQUARE YARD	8742	\$ 2.25	\$ 19,669.50
5	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (SP-9.5)	TON	750	\$ 110.00	\$ 82,500.00	TON	750	\$ 135.00	\$ 101,250.00	TON	750	\$ 104.00	\$ 78,000.00	TON	750	\$ 112.65	\$ 84,487.50
6	REMOVAL OF EXISTING SIDEWALK, CURB AND GUTTER	LUMP SUM	1	\$ 5,894.02	\$ 5,894.02	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00	LUMP SUM	1	\$ 4,600.00	\$ 4,600.00	LUMP SUM	1	\$ 6,825.00	\$ 6,825.00
7	SIDEWALK CURB AND RAMP, FDOT INDEX 304, CR-F	EACH	10	\$ 1,514.24	\$ 15,142.40	EACH	10	\$ 1,500.00	\$ 15,000.00	EACH	10	\$ 2,200.00	\$ 22,000.00	EACH	10	\$ 1,095.00	\$ 10,950.00
8	DETECTABLE WWARNING MAT - BRICK RED	SQUARE FOOT	200	\$ 40.77	\$ 8,154.00	SQUARE FOOT	200	\$ 25.00	\$ 5,000.00	SQUARE FOOT	200	\$ 34.00	\$ 6,800.00	SQUARE FOOT	200	\$ 46.00	\$ 9,200.00
TOTAL BID AMOUNT					\$ 152,141.89				\$ 168,919.50				\$ 139,848.50				\$ 153,322.00

Posted on October 22, 2020 at 4:00 p.m.

To be removed on November 2, 2020 at 4:00 p.m.

ORIGINAL

**SECTION III
PW 05-10-09-20
BID DOCUMENTATION**

C. W. Roberts Contracting, Inc
(BIDDER'S COMPANY NAME)

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

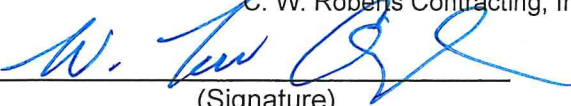
I have received the documents titled OKEECHOBEE SOUTHEAST 3RD AVENUE PAVEMENT IMPROVEMENTS, Project No. PW 05-10-09-20. I have also received addendum number 1 through 1 and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, or until ninety (90) days after Bids are opened, whichever is longer.
2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.
3. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.
4. To start work within 30 calendar days from the Notice to Proceed and there after completing the work within 30 calendar days of commencement of work.
5. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Bid Unit Price Schedule, Exhibit B of this agreement. Payment will be made upon invoice after completion of all work. NOTE: The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
6. Regarding the Award of the Contract: if I am awarded a contract for this project, I understand that the award may be for all or any portion thereof, of the items listed under the Bid Unit Price Schedule.

Bidder: C. W. Roberts Contracting, Inc.

Date: October 22, 2020

C. W. Roberts Contracting, Inc.

By:  Title: Vice President
(Signature)

W. Todd Castleberry Email: TCastleberry@cwrcontracting.com
(Printed Name)

Mailing Address: 806 NW 9th St. Okeechobee, Florida 34972

Office Number: 863-763-7373 Fax Number: 863-763-7379

SECTION IV
PW 05-10-09-20
MINIMUM QUALIFICATIONS FOR BIDDERS

Minimum Qualifications:

1.0 Experience

- 1.1 Bidder must have at least 3 years of experience in providing commercial asphalt roadway resurfacing services and concrete sidewalk improvements.
- 1.2 Bidder has successfully completed at least 12 asphalt resurfacing projects including at least three projects including concrete sidewalk improvements.

2.0 References

- 2.1 Bidder must provide at least 3 verifiable references of similar work as referenced in section 1.0 above.
- 2.2 For each reference, Bidder shall submit a completed Reference Form provided in Attachment H. provide the client name, client phone number, and client e-mail address.
- 2.3 Bidder shall provide a written description of the services performed in sufficient detail as they directly relate to the work of this Request for Bid. The description shall include the dates of the period that the Bidder provided the services as well as the contractual amount of the services provided.
- 2.4 The City, in its sole discretion, may reject any and all bids if the City is not able to verify the references provided.

3.0 Discriminatory Vendor List

- 3.1 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

4.0 FDOT Certificate of Qualification

- 4.1 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Florida Department of Transportation to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

5.0 Bidder certifies that

- 5.1 Bidder meets the qualifications listed in Section IV, 1.0 above.
- 5.2 Bidder has never failed to complete work awarded under a contract due to circumstances that were under Bidder's control.

- 5.3 The Bidder has not been placed on the Discriminatory Vender List kept by the Florida Department of Management Services as listed in section 3.0 above.
- 5.4 The Bidder has not had its Florida Department of Transportation Certificate of Qualification suspended, revoked or denied as listed in section 4.0 above.

Bidder: C. W. Roberts Contracting, Inc.

Date: October 22, 2020

(Company Name)

By: 

Title: Vice President

(Signature)

W. Todd Castleberry

Email: tcastleberry@cwrcontracting.com

(Printed Name)

Mailing Address: 806 NW 9th St. Okeechobee, Florida 34972

Office Number: 863-763-7373

Fax Number: 863-763-7379

**EXHIBIT B
 BID UNIT PRICE SCHEDULE
 PW 05-10-09-20
OKEECHOBEE SOUTHEAST 3RD AVENUE PAVEMENT IMPROVEMENTS**

ITEM NO.	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION / DEMOBILIZATION	LUMP SUM	1	\$8,500.00	\$8,500.00
2	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$2,300.00	\$2,300.00
3	INLET PROTECTION SYSTEM	EACH	10	\$235.00	\$2,350.00
4	MILL EXISTING ASPHALTIC PAVEMENT, 1" AVERAGE DEPTH	SQUARE YARD	8742	\$1.75	\$15,298.50
5	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (SP-9.5)	TON	750	\$104.00	\$78,000.00
6	REMOVAL OF EXISTING SIDEWALK, CURB AND GUTTER	LUMP SUM	1	\$4,600.00	\$4,600.00
7	SIDEWALK CURB AND RAMP, FDOT INDEX 304, CR-F	EACH	10	\$2,200.00	\$22,000.00
8	DETECTABLE WARNING MAT - BRICK RED	SQUARE FOOT	200	\$34.00	\$6,800.00
TOTAL BID AMOUNT					\$139,848.50
(Based on Bid Unit Prices & Estimated Quantities)					

C. W. Roberts Contracting, Inc.

Bidders Company Name C. W. Roberts Contracting, Inc.

NOTE: This Bid is on a unit price basis. The total estimated amount is for Bid comparison purposes only. The Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor should verify the quantities to be included in the construction contract. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required 5 percent (5%) Bid Security to this Bid.

Bidder: C. W. Roberts Contracting, Inc.
(Company Name)

Date: October 22, 2020

By: 
(Signature)

Title: Vice President

W. Todd Castleberry
(Printed Name)

Email: tcastleberry@cwrcontracting.com

Mailing Address: 806 NW 9th St. Okeechobee, Florida 34972

Office Number: 863-763-7373

Fax Number: 863-763-7379

SECTION VIII
PW 05-10-09-20
MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with City of Okeechobee elected officials or any City staff or outside Individuals working with the City in respect to this request (with the exception of the General Services personnel designated to receive requests for interpretation or corrections or technical questions), **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for Bid, qualifications and/or any other solicitations released by the City. **To do so is grounds for immediate disqualification from the selection process.** All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their Subcontractor, sub-consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment A**

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any City Council member, City employee or City representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment B**

- C. **Modifications:** The City reserves the right to modify, alter or change the scope or other aspects of this solicitation.

- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which Firms or Individuals may base their responses.

- E. **Public Entity Crime Affidavit:** As required by Florida Statute 287.133(2)(a), 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 on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment D**

- F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the City of Okeechobee City Council, or any of its agencies.

Furthermore, all respondents must disclose the name of any City officer, employee or agent who owns, directly or indirectly, an interest of five percent (5 %) or more in the Firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment E**

- G. **Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment F**

- H. **Tie Bids:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

**ATTACHMENT A
PW 05-10-09-20
NO LOBBYING AFFIDAVIT**

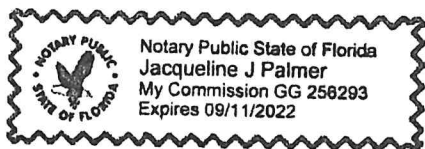
STATE OF FLORIDA
COUNTY OF Okeechobee


This 22nd day of October, 2020, W. Todd Castleberry being first duly sworn, deposes and says that he/she is the authorized representative of C. W. Roberts Contracting, Inc. (Name of Contractor, Firm or Individual) respondent to the attached request for Bid, or qualifications and/or any other solicitation released by City of Okeechobee, and that the Bidder and any of its agents agrees to abide by the City of Okeechobee no lobbying restrictions in regard to this solicitation.



Affiant

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of October, 2020, by W. Todd Castleberry, who is personally known to me or produced _____ as identification.





Notary Public Signature
Commission No. GG256293

ATTACHMENT B
PW 05-10-09-20
ANTI-COLLUSION STATEMENT AND NO GIFTS STATEMENT

Date: October 22, 2020

Anti-collusion statement: The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

No gifts statement: No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

Firm Name: C. W. Roberts Contracting, Inc.

By (printed/typed): W. Todd Castleberry

By (signature):  _____

Title: Vice President

Mailing Address: 806 NW 9th St.

City, State, Zip: Okeechobee, Florida 34972

Telephone No.: 863-763-7373

ATTACHMENT C
PW 05-10-09-20
PROPOSER'S CERTIFICATION

I have carefully examined this Request for Bid (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # <u> 1 </u> Date: <u>10/15/20</u>	Addendum # <u> </u> Date: <u> </u>
Addendum # <u> </u> Date: <u> </u>	Addendum # <u> </u> Date: <u> </u>
Addendum # <u> </u> Date: <u> </u>	Addendum # <u> </u> Date: <u> </u>

I hereby propose to provide the services requested in the City's BID/RFP/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/RFP/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/RFP/RFQ, unless a properly completed Exceptions to BID/RFP/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

C. W. Roberts Contracting, Inc.
Name of Business

806 NW 9th St.
Mailing Address
Okeechobee, Florida 34972


Authorized Signature

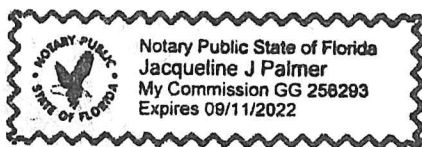
City, State & Zip Code
863-763-7373 / 863-763-7379
Telephone Number/Fax Number

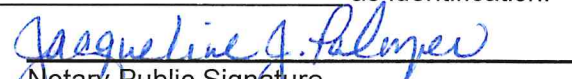
W. Todd Castleberry, Vice President
Name & Title, Typed

tcastleberry@cwrccontracting.com
Email Address

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of October, 2020, by W. Todd Castleberry, who is personally known to me or produced _____ as identification.




Notary Public Signature
Commission No. GG 258293

ATTACHMENT D
PW 05-10-09-20
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF OKEECHOBEE, FLORIDA by: _____
W. Todd Castleberry (print Individual's name and title) for: _____
C. W. Roberts Contracting, Inc.

(print name of entity submitting sworn statement) whose business address is _____
806 NW 9th St. Okeechobee, Florida 34972 and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1683951
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

C. W. Roberts Contracting, Inc.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 - x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

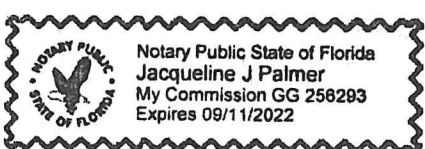
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature W. Todd Castleberry

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of x physical presence or online notarization, this 22nd day of October, 2020, by W. Todd Castleberry, who is personally known to me or produced _____ as identification.

Jacqueline J. Palmer
Notary Public Signature
Commission No. 44236293



ATTACHMENT E
PW 05-10-09-20
CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Okeechobee employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO X _____

Name(s)

Position(s)

Firm Name: C. W. Roberts Contracting, Inc.

By (Printed): W. Todd Castleberry

By (Signature): 

Title: Vice President

Address: 806 NW 9th St. Okeechobee, Florida 34972

Phone Number: 863-763-7373

ATTACHMENT F
PW 05-10-09-20
IMMIGRATION LAW CERTIFICATION

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

C. W. Roberts Contracting, Inc.

Company Name
W. Todd Castleberry

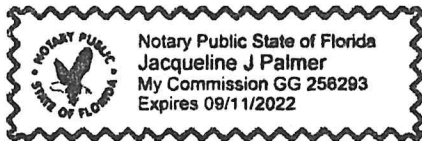
Signature
Vice President

Title
October 22, 2020

Date

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of October, 2020, by W. Todd Castleberry, who is personally known to me or produced _____ as identification.



Jacqueline J. Palmer


Notary Public Signature
Commission No. GG 256293

ATTACHMENT G
PW 05-10-09-20
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Bidder/proposer CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this Firm complies fully with the above requirements.

Signature:  Date: October 22, 2020
Company: C. W. Roberts Contracting, Inc. Name: W. Todd Castleberry
Address: 806 NW 9th St. Title: Vice President
Okeechobee, Florida 34972 Phone Number: 863-763-7373

**ATTACHMENT H
CITY OF OKEECHOBEE
SOUTHEAST 3RD AVENUE PAVEMENT IMPROVEMENTS
PW 05-10-09-20**

REFERENCE

Client Name: City of Port St. Lucie

Client Phone Number: 772-871-5157

Client E-mail: Gary Jones gjones@gocaptec.com

Service Dates: Beginning 6/2019 End 10/2019

Estimated Annual Contract Amount: \$473,821.56

Description of the services performed as they directly relate to the work of this Request for Bid:

Sidewalk Construction

**ATTACHMENT H
CITY OF OKEECHOBEE
SOUTHEAST 3RD AVENUE PAVEMENT IMPROVEMENTS
PW 05-10-09-20**

REFERENCE

Client Name: Okeechobee County

Client Phone Number: 863-763-6441

Client E-mail: rchartier@co.okeechobee.fl.us

Service Dates: Beginning 03/2020 End 9/2020

Estimated Annual Contract Amount: \$2,204,836.10

Description of the services performed as they directly relate to the work of this Request for Bid:

Milling and Resurfacing CR68

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, C.W. Roberts Contracting, Inc. as Principal and Western Surety Company, as Surety, are held and firmly bound unto the City of Okeechobee (the "City"), in the penal sum of \$5% of amount bid lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated October 22, 2020, for the Contract Documents:

Contract Title: **OKEECHOBEE SOUTHEAST 3RD AVENUE PAVEMENT IMPROVEMENTS**
Contract Number: **PW 05-10-09-20**

NOW, THEREFORE,

1. If the Principal,
 - a. Within seven (7) business days after the date of the Notice of Apparent Low Bidder, provides a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, provides an alternate form of security as specified in the Contract Documents; and provides the insurance certificate required under the Contract Documents, completed by a lawfully authorized insurance agent; and
 - b. Within seven (7) business days of receipt of the Contract Documents, enters into a written contract with the City, in accordance with the Bid, as accepted, then the above obligations of the Principal and Surety shall be null and void.
2. However, should the Principal fail to fully comply with the conditions of paragraph 1 above, then the Principal and Surety, jointly and severally, shall be liable to the City for the full penal sum of this Bond which shall be forfeited to the City as liquidated damage, but not a penalty, as a result of the Principal's failure to comply with the bid instructions and conditions, regardless of whether the City ultimately decides to change the project requirements or resolicit bids.
3. The remedies provided herein are not to be construed as the City's exclusive remedies for the Principal's failure to enter into a contract with the City but shall be deemed supplemental to all remedies available to the City at law or otherwise.

DATED ON October 22, 2020.

FOR NON-CORPORATE BIDDERS:

(Witness)

(Print Name)

(Witness)

(Print Name)

By: _____
(Signature of Principal)

(Print Name and Title)

Business Address

FOR CORPORATE BIDDERS:

ATTEST:

Jackie Salazar
Secretary



C.W. Roberts Contracting, Inc.
W. Todd Castleberry
(Signature of Corporate Principal)

W. Todd Castleberry, Vice President
(Print Name and Title)

3372 Capital Circle NE, Tallahassee, FL 32308
Business Address

SURETY:
ATTEST:
(Corporate Seal)

A. Foster
Secretary

Western Surety Company
Renee Ellis
(Corporate Surety)
Renee Ellis, Attorney in Fact
(Print Name and Title)

2601 Bell Road, Montgomery, AL 36117
Business Address

1701 West Garden Street, Pensacola, FL 32501
Florida Address for Service of Process

850-470-2675
Telephone Number

(Surety shall provide evidence of signature authority such as a certified copy of Power of Attorney.)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

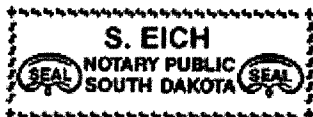
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of October, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Martha Lee Hawkins
	PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: mhawkins@mcgriff.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Company	NAIC # 11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 C.W. Roberts Contracting, Inc.
 Post Office Box 1994
 806 NW 9th Street (zip 34972)
 Okeechobee, FL 34973-1994

COVERAGES

CERTIFICATE NUMBER: HTKFLM3Q

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			31PKG8930305	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			31PKG8930305	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			31WC18930205	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ITB No. PW 05-10-09-20, FDOT FPN 440372-1, Southeast 3rd Avenue Pavement Improvements


CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ATTACHMENT I
CITY OF OKEECHOBEE
SOUTHEAST 3RD AVENUE
PAVEMENT IMPROVEMENTS
PW 05-10-09-20



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

February 7, 2018

David Allen
Public Works Director
City of Okeechobee
55 Southeast 3rd Avenue
Okeechobee, FL 34974

RE: **NOTICE TO PROCEED – DESIGN SERVICES**

FM #:	440372-1-54-01
Agency:	City of Okeechobee
Contract #:	G0T44
Description:	SE 3 rd Avenue from SR 70 to SE 4 th Street

Dear Mr. Allen

In accordance with the State Funded Grant Agreement, executed on **January 10, 2018** between the Florida Department of Transportation and City of Okeechobee for resurfacing of SE 3rd Avenue from SR 70 to SE 4th Street. ***You are hereby authorized to proceed with the design phase of this project.*** Once the Department has reviewed and approved the Final Design Plans, a separate Notice to Proceed will be issued for the bidding phase of the project.

If I can be of further assistance, please contact me at (863) 519-2324 or Rick Arico at (239) 225-1973.

Sincerely,

A handwritten signature in black ink that reads "Jobin Abraham". The signature is written in a cursive style.

Jobin Abraham
Local Program Coordinator

Cc: File
Lisa R. Brinson, Local Program Administrator
Rick Arico, Senior Roadway Engineer
Charles R. Reed II, LAP Construction PM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17

FPN: 440372-1-54-01 Fund: SCRC FLAIR Category: _____
Org Code: 55014010106 FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 91 Contract No: G0T44 Vendor No: F596000393001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on JANUARY 10th 2016,
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and the City of Okeechobee, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction for the resurfacing of SE 3rd Avenue from SR 70 (Park St) to SE 4th Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before May 1st, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement. The cost of any work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement,

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the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$123,531.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$123,531.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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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 deliverables and costs incurred 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 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has 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 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 1 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

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

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construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

- entity for the construction or repair of a public building or public work; may not submit bids 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.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
 - d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
 - e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
 - f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. 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.
 - g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

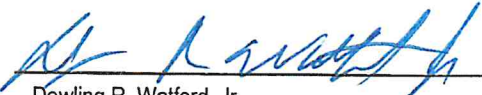
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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09/17

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.


RECIPIENT CITY OF OKEECHOBEE

By: 
Name: Dowling R. Watford, Jr.
Title: Mayor

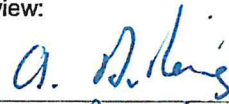
STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: 
Name: John M. Kubler
Title: Director of Transportation Development

ATTEST:


Lane Gamiotea, CMC, City Clerk

Legal Review:

By:  1/8/18 ^{04 ✓} 1-17/17
Name: A. DeNering

REVIEWED FOR LEGAL SUFFICIENCY:


John R. Cook, City Attorney



Memo

To: Marcos Montes De Oca
From: David Allen, Public Works Director
Date: 11/20/2020
Re: Centennial Park Pavilion rules and reservation fee approval

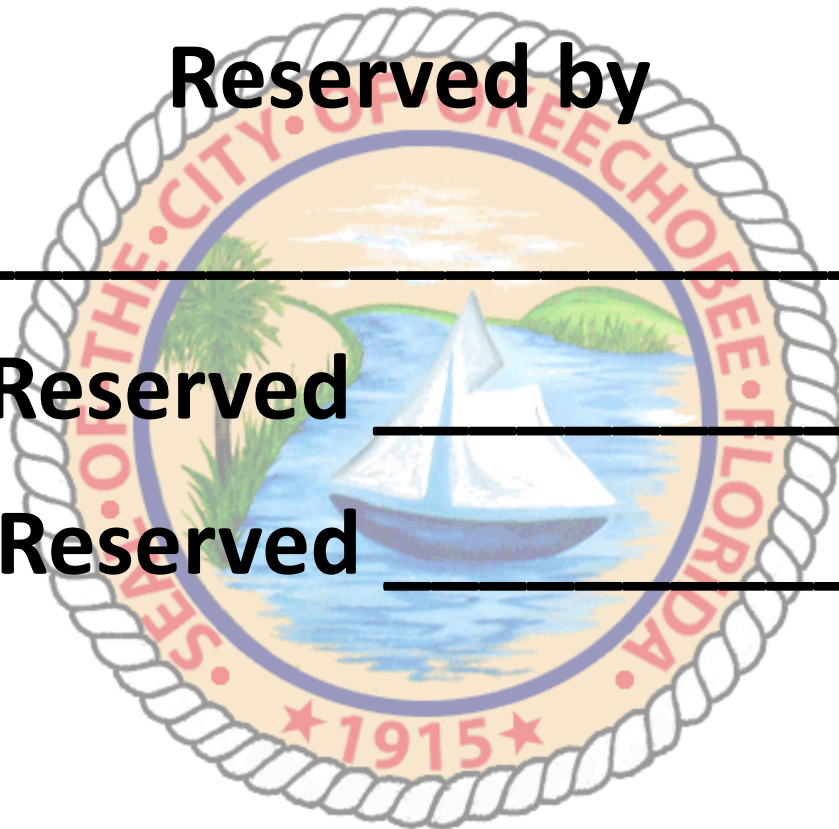
Public Works is requesting the approval of the attached rules governing the use of the main pavilion at Centennial Park and the implementation of a \$25.00 reservation fee for use of the main pavilion.

City of Okeechobee Centennial Park Main Pavilion Reservation

Reserved by

Date Reserved

Time Reserved



**Reservation applies only to the main pavilion ONLY.
All other pavilions are open on a first come first
served basis.**

City of Okeechobee Authorized Signature

City of Okeechobee

Centennial Park Main Pavilion Reservation Application

Reservation Fee: \$25.00

Name _____

Date _____

Contact Phone _____

Contact email _____

Reservation Date _____

Reservation Time _____

Reservation is limited to a maximum of 4 hours

Terms of Use:

Initial

NO ALCOHOL or any other substances that cause intoxication or impairment are allowed on the premises.

All trash must be removed and placed in trash receptacles. Any large items that will not fit in the trash receptacles must be removed from the park by the applicant.

Reservation applies to the Main Pavilion Only. All other pavilions and tables are on a first come, first served basis. Please be courteous share other park facilities.

Do not attach signs, decorations or anything else to the pavilion structure.

Events involving admission fees, or cover charges are NOT ALLOWED.

All functions are to be conducted at the times stated on the application. This includes setup/ decoration AND teardown/clean-up time.

All reservations must be made by a person 21 years of age or older.

DO NOT move or unbolt tables

All vehicles must remain in the parking lot including loading and unloading. No vehicles are allowed in grassy areas.

All barbeque grills must be used outside the pavilion. **DO NOT** dump coals or ashes in trash cans.

City of Okeechobee

Centennial Park Main Pavilion Reservation Application

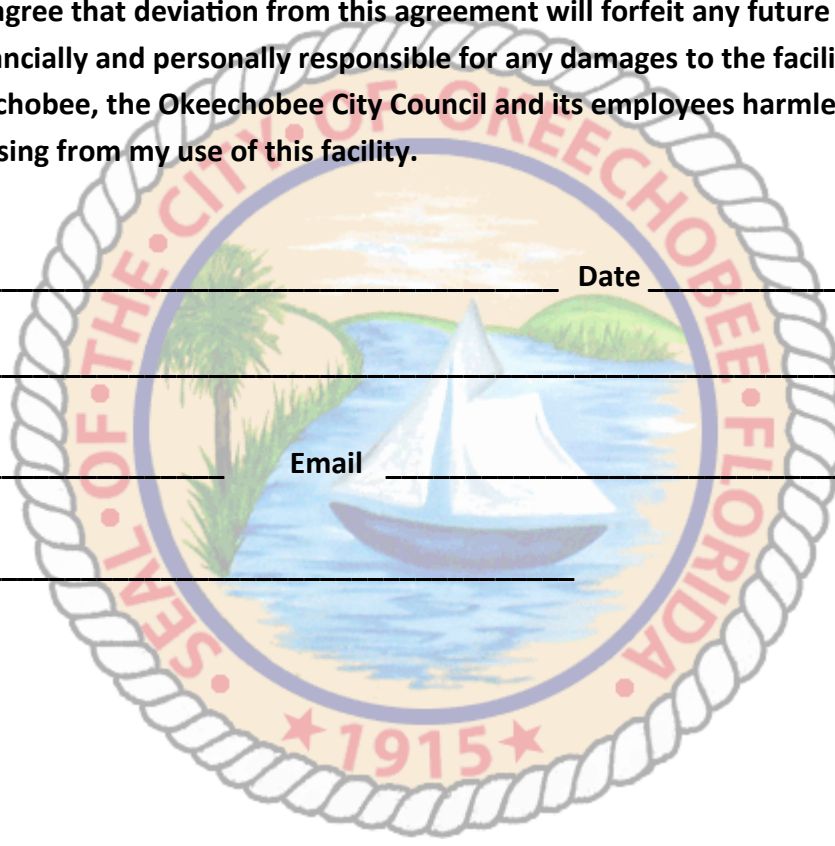
I certify that I have read, and fully understand the above listed rules and regulations governing the use of City facilities and agree to abide by them. I understand that ANY deviation from the above rules and regulations shall subject my event to immediate shutdown by the authority of the City of Okeechobee Public Works Department and/or any law enforcement agency governing within the State of Florida. I understand and agree that, if requested by an authorized by city or state official, to close down all activities for the above listed event. I agree that deviation from this agreement will forfeit any future rental rights. I agree that I will be held financially and personally responsible for any damages to the facility. Furthermore, I will hold the City of Okeechobee, the Okeechobee City Council and its employees harmless for any damages or injury whatsoever arising from my use of this facility.

Name (print) _____ Date _____

Address _____

Phone _____ Email _____

Signature _____



Official Use Only

Approved By _____ Date _____ Fee paid _____

Date notice posted in park _____ By: _____

City of Okeechobee

Centennial Park Pavilion Rules

Hours: Sunrise to Sunset

PARK RULES

1. NO ALCOHOL or any other substances that cause intoxication or impairment are allowed on the premises.
2. Pavilion and picnic tables are open to public use. However, person(s) having made a reservation have priority over unscheduled users.
3. Unscheduled users **MUST** relocate to another site at the request of scheduled/paid users.
4. All trash must be removed and placed in trash receptacles.
5. Reservation applies to the Main Pavilion Only. All other pavilions and tables are on a first come, first served basis. Please be courteous and share other park facilities.
6. Do not attach signs, decorations or anything else to the pavilion structure.
7. DO NOT move or unbolt tables.
8. All vehicles must remain in the parking lot. No vehicles in grassy areas.
9. All barbeque grills must be used outside of the pavilion. **DO NOT** dump coals or ashes in trash cans.
10. Persons violating the above conditions will be asked to leave the premises, and all rental rights will be revoked.

For reservations call (863) 763-3926 or (863) 763-9821

Report illegal activity to the Okeechobee Police Department by
calling 911

Interlocal Agreement between Okeechobee County and the City of Okeechobee for Fire Services

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

WITNESSETH

WHEREAS, the City has maintained a high level of professional fire services for the benefit of the citizenry thereof; and

WHEREAS, the City is desirous of maintaining a high level of professional fire services in conjunction and harmony with its policies of sound fiscal management going forward; and

WHEREAS, the City is therefore desirous of contracting with the County for the County to provide fire services for the benefit of the City’s residents; and

WHEREAS, the County has agreed to render to the City a high level of professional fire services upon the terms and conditions set forth herein; and

WHEREAS, the City and the County find and determine that this Agreement constitutes a contract for services, after which the City has the option to resume the direct provision of fire services; and

WHEREAS, pursuant to state law, the City has agreed to continue to operate its Firefighters’ Retirement System (“Pension Plan”) for those transferring firefighters who elect to remain in the City Pension Plan; and

WHEREAS, the County shall provide fire services, consisting of personal services and equipment, to the City as an independent contractor, the City shall be entitled to receive reports from the County concerning the provision of fire services pursuant to the provisions of this Agreement, and the City shall be entitled to pursue any and all available legal remedies in the event of County's default under this Agreement.

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

Section 1. Recitals and Exhibits. The recitals set forth above are incorporated herein by reference and made a part of this Agreement. The following Exhibits are attached to this Agreement and are part of it.

Exhibit A	Employees to be hired by County
Exhibit B	Temporary Employees
Exhibit C	Retirement Plan Election Form
Exhibit D	Vehicles and Equipment

Section 2. Services.

- A. *Primary Services.* The County hereby agrees to provide fire services, which include fire suppression, rescue operations, mass casualty incident response, major disaster response, and dispatch and communication services, plus all support services required to provide such services including, but not limited to, supervision, training, equipment maintenance, supplies and procurement. Additionally, the County hereby agrees to provide fire prevention services as it relates to pre-development planning, plan submittal review, development and post occupancy fire inspections, and fire and building code administration, all of which is collectively referred to herein as “Fire Services” within the boundaries of the City as they may from time to time exist according to Florida law.
- B. *Additional Services.* The County and City will also provide the following additional services:
- i. The County shall conduct inspections pursuant to the Florida Fire Prevention Code (“Fire Code”) and all applicable Florida Statutes and Administrative Codes. The County shall assume authority and responsibility to enforce the Florida Fire Prevention Code. Such enforcement requires inspection of each new building subject to the Florida Fire Prevention Code and includes periodic inspections of each existing building subject to the Florida Fire Prevention Code.
 - ii. *Fee Schedule Adoption.* The County adopts a published fee schedule setting forth the cost of various services provided by the County. The City agrees that the current fee schedule and any additional fee schedules adopted by the County pursuant to enforcement of the Fire Prevention Code shall be effective for Fire Services provided by the County within the City upon the Commencement Date of Services. Said fee schedule may be updated from time to time by the County and shall be incorporated into this Agreement without further amendment to this Agreement upon written notification to the City. The City shall remit to the County, no less than quarterly each fiscal year, the fire plan review fees and inspection fees collected by the City for each applicable permit issued by the City. County shall direct bill those fees not to be collected by the City in conjunction with a permit issuance.

Section 3. Effective Date and Term. This Interlocal Agreement and any subsequent amendment hereto shall be effective upon signing by both of the parties and recording with the Okeechobee County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes. The provision of Fire Services shall commence at 8:00 a.m. on June 1, 2021,

(“Commencement Date of Services”) and end at 8:00 a.m. on October 1, 2026, unless this Agreement is otherwise extended.

Section 4. City Payments for Services. In exchange for the County’s provision of the services set forth herein, the City shall pay to County an annual amount equal to the sum of the aggregate assessment amounts for all properties lying within the City boundaries, as calculated utilizing the County’s then current fire rescue assessment fee structure. The County shall invoice the City and the City shall remit payments to the County on a quarterly basis payable no later than the first day of each calendar quarter. However, on June 1, 2021, the City shall make a prorated payment for the partial fiscal year 2021, and fees for future fiscal years shall be prorated for any partial year if necessary.

Section 5. Employees.

- A. As of the Commencement Date of Services, the County shall hire those seven employees listed in **Exhibit A**, who wish to obtain employment with the County at the initial rates of pay and classifications shown in **Exhibit A** upon the terms and conditions set forth below. The County acknowledges that it has conducted all of its internal hiring processes (with the exception of the NFPA compliant pre-employment medical examination, and the pre-employment drug screen) to the County’s satisfaction, and that such processes indicate that the employees listed on **Exhibit A** meet the County’s hiring requirements as of the date of execution of this Agreement, subject to the requirement that the respective individuals continue to meet such hiring requirements, that the respective individuals successfully complete the NFPA compliant pre-employment medical examination, and the pre-employment drug screen, within 30 days prior to the Commencement Date of Services, and that each respective individual obtain his or her paramedic certification on or before May 1, 2021.

- B. In addition, the County shall also hire up to three City employees as temporary County employees (such positions to be referred to as “Temporary Positions”) and the City shall fully fund those positions by additional quarterly payments, subject to the following conditions. In the event one or more of the individuals listed on Exhibit A do not obtain their paramedic certification on or before May 1, 2021, such individuals shall not be hired at the initial rates of pay and classifications shown in **Exhibit A**, but will have priority in the order specified on **Exhibit A** for the Temporary Positions funded by the City. If any Temporary Positions remain available after the individuals listed on **Exhibit A** who need additional time to obtain their paramedic certificate are offered them, the County shall employ in the Temporary Positions those individuals specified in **Exhibit B**, in the order specified therein. The County acknowledges that it has conducted all of its internal hiring processes (with the exception of the NFPA compliant pre-employment medical examination, and the pre-employment drug screen) to the County’s satisfaction, and that such processes indicate that the employees listed on **Exhibit B** meet the County’s hiring requirements for the Temporary Positions as of the date of execution of this Agreement, subject to the requirement that the respective individuals continue to meet such hiring requirements, and that the respective individuals successfully complete the NFPA compliant pre-employment medical examination, and the pre-employment drug screen, within 30 days prior to the Commencement Date of Services. For purposes of clarification, if any individuals listed on

Exhibit A occupy any Temporary Positions, some or all of the individuals listed on **Exhibit B** will not be employed by the County pursuant to the terms of this section.

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

Services, or the level of benefit in a subsequent year, whichever is less. Nothing herein shall prevent the termination of the City Firefighters' Pension Plan as allowed by Florida Statutes as amended. If the Florida Retirement System increases benefits provided to special risk members of that system, the parties agree to review this section.

Section 6. Vehicles and Equipment. On the Commencement Date of Services, the City shall transfer ownership of the City's vehicles and equipment identified in **Exhibit D** to the County. The City shall transfer the items listed on **Exhibit D** at no cost and free and clear of any encumbrances or liens. The City shall make such vehicles reasonably available to County no later than 30 days prior to the Commencement Date of Services so the County can properly equip the vehicles.

Section 7. City Fire Station. For two years from the Commencement Date of Services, the City agrees to allow County to exclusively utilize and occupy, with 24 hour access thereto, the City's apparatus storage bays located at 55 Southeast 3rd Avenue, Okeechobee, Florida 34974 ("City Fire Station") to house the vehicles and equipment necessary to provide the services contemplated by this Agreement. The County will not use the City Fire Station as a station for responding to calls for service. During the two year period, the County shall pay for the water, sewer and electric utility bills for the City Fire Station.

Section 8. Retirement Plan Liability. The City will retain all liability for any unfunded retirement plan liability for all former City employees. The City will also retain all liability for any vested retirement benefits of all former City employees, such as, but not limited to, health insurance maintenance payments, if any exist. The County will not be responsible for and will not accept any liability regarding any former City employees that arises from their former employment with the City.

Section 9. Reports to City by County.

- A. The County shall make quarterly written reports to the City setting forth statistical information concerning the provision by the County of fire services in the City that include the following information:
 - a. Calls for service based on units responding
 - b. Response Time reports, trends and other relevant performance data
 - c. Citizen complaints and their status/disposition
 - d. Encumbered times for units by day of week
 - e. Fire prevention activities (past month and planned current month)
 - f. Annual inspections and re-inspections including progress toward all required annual inspections.

- B. For fire protection calls, County shall make every reasonable effort to respond within established National Fire Protection Association (NFPA) 1221 and 1710 standards.

Section 10. General Liability for Conduct of Former City employees. The City shall remain solely responsible for any and all claims and litigation alleging negligence or wrongdoing by the City or any City Fire Rescue employee due to the conduct of any City Fire Rescue employee, or

others within the City, occurring before the Commencement Date of Services. The City will defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents, and volunteers against any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages, and expenses (including, but not limited to, costs and legal fees) including, but not limited to those arising from injuries or death of persons, and for damages to property, arising directly or indirectly out of any City Fire Rescue employee's actions or inaction occurring prior to the Commence Date of Services.

Section 11. Worker's Compensation. City agrees that it will remain fully responsible for any and all workers' compensation injuries to City employees that occurred while the employees were employed by the City. This shall include, but is not limited to, any claims filed after the Commencement Date of Services if the injury in question occurred prior to the Commencement Date of Services. This obligation shall continue in perpetuity. City agrees to maintain any required insurance premiums, service fees, third party administrator fees, excess insurance coverage (if any) in order to be sure all dates of injury prior to the date the employment with the City is terminated is fully funded and not the responsibility of the County. It is further agreed that the City shall defend, reimburse, indemnify, and hold harmless the County for any injuries occurring during all employees' employment with the City.

Section 12. Records Retention. The City shall maintain all records pursuant to the City's retention schedule, in accordance with state and federal laws, and any litigation holds in effect as of the Effective Date. City staff will maintain and provide the County access to the City's fire prevention records for a minimum of two (2) years or for such other minimum retention period(s) as may otherwise be applicable to the public records involved. Such records include but are not limited to fire code permits, construction permits, special use permits, code enforcement complaints, and inspection records. All costs associated with maintaining the current database shall be the responsibility of the City.

Section 13. Indemnification/Sovereign Immunity. Except as otherwise specifically provided in the Agreement, neither party shall be liable for the negligent or wrongful acts of the other party in the performance of this Agreement. Nothing in this Section is intended to serve as a waiver of each of the Parties' respective sovereign immunity.

Section 14. Default.

- A. *Notice of Default; Cure Period.* In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to which an obligation to perform is owed shall provide the non-performing party written notice of said non-performance, upon receipt of which notice the non-performing party will have thirty (30) days to cure such default or otherwise comply with any request for performance. If non-performance continues beyond such thirty (30)-day period, the complaining party may pursue any and all available legal remedies.
- B. *Failure to Give Notice of Default.* A party's failure to give, or delay in giving, any notice of default shall not by itself constitute a waiver of the non-performing party's obligations, requirements or covenants under this Agreement. Any failure or delay by one party to assert

any rights and remedies as to the non-performance of the other party shall not operate as a waiver of any default by the other party nor any rights and remedies available to that party.

Section 15. Notices. Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Agreement shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of County and City as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

County:
Okeechobee County
Attn: County Administrator
304 NW 2nd Street
Okeechobee, Florida 34972

City:
City of Okeechobee
Attn: City Administrator
55 SE 3rd Avenue
Okeechobee, FL 34974

Section 16. Public Records.

- A. Pursuant to section 119.0701, Florida Statutes, the County and the City shall:
- i. Retain all records in accordance with Chapter 119.
 - ii. Keep and maintain public records required in order to perform the Agreement's requirements.
 - iii. Upon request from the City or County custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in State Statute or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
 - v. If the County or City, in their respective sole discretion, requests a copy of all Public records in possession of the other party, the County or City shall duplicate and provide to the records, at no cost, all Public records in possession within a reasonable amount of time and in a format that is accessible.
- B. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: LANE**

**GAMIOTE, CMC, CITY CLERK, (863) 763-3372, EXT. 9814,
LGAMIOTE@CITYOFOKEECHOBEE.COM, 55 SE 3RD AVE.,
OKEECHOBEE, FL 34974.**

- C. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: 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.**

Section 17. Third Parties. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.

Section 18. Entire Agreement. This Agreement, including attachments hereto, if any, constitutes the entire agreement between the City and the County. No change will be valid, unless made by supplemental written agreement, executed and approved by the parties.

Section 19. Headings. The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

Section 20. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

Section 21. No Construction against Preparer. This Agreement has been prepared jointly by the County and the City and their respective professional advisors. The County, City and their respective professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the County or City or against the County or City merely because of their respective efforts in preparing it.

Section 22. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, and venue shall be in the Nineteenth Judicial Circuit in Okeechobee County, Florida. Each party waives any defense of improper or inconvenient venue as to the stated court and consents to personal jurisdiction in the stated court.

Section 23. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.

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

APPROVED this ____ day of _____ 2020, by the Okeechobee County Board of County Commissioners.

OKEECHOBEE County, a political subdivision of the State of Florida

Attest:

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

Sharon Robertson, Clerk of the Circuit Court and Comptroller

Approved as to Form and Legality for Okeechobee County:

Wade Vose, County Attorney

APPROVED this ____ day of _____ 2020, by the Okeechobee City Council.

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

Attest:

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

Lane Gamiotea, CMC, City Clerk

Approved as to Form and Legality for Okeechobee County:

John J. Fumero, City Attorney

Exhibit A

Table 1 - Initial Rates of Pay and Classifications Prior to Completion of all County Paramedic Orientations

Priority	Rank	Name	EMT Entry Step	Base Pay	Entry Hourly Rate	Inspector .050/hour	Inspector total	Degree 0.2232/hour	Associate Degree	Total Hourly Rate	Holiday Pay	FLSA Overtime	Yearly Salary
7	EMT	Ashton Benet	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$12.1363	\$1,334.99	\$2,621.44	\$39,297.3938
5	EMT	Austin Bohn	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.2232	\$649.9584	\$12.3595	\$1,359.55	\$2,669.65	\$40,020.1154
4	EMT	David Cortez	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.2232	\$649.9584	\$12.3595	\$1,359.55	\$2,669.65	\$40,020.1154
1	EMT	Adam Crum	3	\$37,493.1600	\$12.8754	\$0.5000	\$1,456.0000	\$0.0000	\$0.0000	\$13.3754	\$1,471.29	\$2,889.09	\$43,309.5404
6	EMT	Michael Matos	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$12.1363	\$1,334.99	\$2,621.44	\$39,297.3938
3	EMT	Lalo Rodriguez	3	\$36,400.7400	\$12.8754	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$12.8754	\$1,416.29	\$2,781.09	\$40,598.1204
2	EMT	Stevie Weeks	3	\$36,400.7400	\$12.8754	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$12.8754	\$1,416.29	\$2,781.09	\$40,598.1204

Table 2 - Initial Rates of Pay and Classifications After Completion of all County Paramedic Orientations

Priority	Rank	Name	Step Step	Base Pay	Entry Hourly Rate	Inspector .050/hour	Inspector total	Degree 0.2232/hour	Associate Degree	Total Hourly Rate	Holiday Pay	FLSA Overtime	Year one Yearly Salary
N/A	PM	Ashton Benet	1	\$43,117.4016	\$14.8068	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$14.8068	\$1,628.75	\$3,198.27	\$47,944.4184
N/A	PM	Austin Bohn	1	\$43,117.4016	\$14.8068	\$0.0000	\$0.0000	\$0.2232	\$649.9584	\$15.0300	\$1,653.30	\$3,246.48	\$48,667.1400
N/A	PM	David Cortez	1	\$43,117.4016	\$14.8068	\$0.0000	\$0.0000	\$0.2232	\$649.9584	\$15.0300	\$1,653.30	\$3,246.48	\$48,667.1400
N/A	PM	Adam Crum	3	\$45,742.8608	\$15.7084	\$0.5000	\$1,456.0000	\$0.0000	\$0.0000	\$16.2084	\$1,782.92	\$3,501.01	\$52,482.7992
N/A	PM	Michael Matos	1	\$43,117.4016	\$14.8068	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$14.8068	\$1,628.75	\$3,198.27	\$47,944.4184
N/A	PM	Lalo Rodriguez	3	\$45,742.8608	\$15.7084	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$15.7084	\$1,727.92	\$3,393.01	\$50,863.7992
N/A	PM	Stevie Weeks	3	\$45,742.8608	\$15.7084	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$15.7084	\$1,727.92	\$3,393.01	\$50,863.7992

Exhibit B

Priority	Rank	Name	EMT Entry Step	Base Pay	Entry Hourly Rate	Inspector 0.50/hr	Inspector total	Degree 0.2232/hr	Associate Degree	Total Hourly Rate	Holiday Pay	FLSA Overtime	Yearly Salary
2	EMT	Jeremy Crews	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.2232	\$649.9584	\$12.3595	\$1,359.55	\$2,669.65	\$40,020.1154
3	EMT	Michael Gratton	1	\$35,340.9600	\$12.1363	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$12.1363	\$1,334.99	\$2,621.44	\$39,297.3938
1	EMT	Glenn Hodges	3	\$37,493.1600	\$12.8754	\$0.5000	\$1,456.0000	\$0.0000	\$0.0000	\$13.3754	\$1,471.29	\$2,889.09	\$43,309.5404

Note: All specified pay is intended to be consistent with and implement the County's collective bargaining agreement ("CBA") with Local #2918 I.A.F.F. In the event of any inconsistency, the CBA shall control.

Exhibit C

OFFICIAL DIVISION OF RETIREMENT REFERENDUM BALLOT

EFFECTIVE _____

As a member of the City of The City of Okeechobee's 175 Pension Plan, I hereby declare the following:

CHECK ONE

_____ I elect to remain in the City of Okeechobee's 175 Pension Plan and to continue to participate according to plan provisions.

_____ I elect to withdraw from the City of Okeechobee's 175 Pension Plan and join the Florida Retirement System (FRS).

_____ I elect to retain my vested membership credit with the City of Okeechobee's 175 Pension Plan and begin membership in the Florida Retirement System (FRS) effective _____. I understand I may not purchase past service in the FRS for time credited under the City of Okeechobee's Pension Plan.

I have been advised of my options to remain in the City of Okeechobee's 175 Pension Plan or to transfer to the Florida Retirement System as provided in Section 60S-1.003 of the Florida Retirement System Rules and have been provided with all pertinent factual information. I understand that this decision may not be revoked.

Member's Name (Print)

Member's Social Security Number

Signature of Member

Date

ATTENTION: Enrollment Section

Exhibit D

CITY OF OKEECHOBEE
VEHICLE/EQUIPMENT MIGRATION SHEET

			Color Code=	VEHICLES	PPE	COMMUNICATIONS	SCBA	OPTICOM
VEHICLES & EQUIPMENT	CITY PROPERTY ID #	DESCRIPTION	vin. #	MODEL	CAPACITY	INITIAL COST	Time of Purchase CONDITION	MILES
ENGINE 9	1064	2017 CUSTOM PIERCE PUMPER/ENGINE	4P1BAAFFXHA018168	SABER	6 PERSON	\$412,507.00	NEW	15,000
		ACQUIRED 31-OCT-2017						
		CUMMINS 400 HP MOTOR		L9				
		ALLISON TRANSMISSION		EVS3000P				
		WATEROUS 1250 PUMP		CS	1000 GAL.			
	1064	<u>(EQUIPMENT/TOOLS)</u>				22,000.00	new	
Wrenches/Spanners	1064	Spanner set/Hydrant set with holders/Mallet						
HOSE	1064	1000 ft. of 1.75" DJ handline/1000 ft. 3" supply						
Hose equipment	1064	Hose clamp and Hose jacket/hose hoist/strap						
AIR PACKS		See (Breathing Apparatus Section)						
LADDERS	1064	24' Extension/14' Roof/10' Attic						
PIKE POLES	1064	Multiple lengths						
NOZZLES	1064	1.5" turbo x 4/2.5" various x 2/Playpipe x 2						
Monitor	1064	Monitor/Base/Inlet x 2 (deluge)						
Eductor	1064	125 gpm foam eductor (in-line)						
ADAPTERS	1064	multiple 2.5 inch double females and males						
Hand tools	1064	8 LB Flathead & Pick head/Bolt Cutter/K-tool						
MISC. SAFETY	1064	Salvage Covers/Cones						
AED		LIFELINE MOBILE RESPONDER		DEFIBTECH		1446		
FIRE EXTINGUISHERS	1064	MULTIPLE TYPES AND SIZES						
GENERATOR	1064	PORTABLE						
Gas Monitor/Thermal	912	Handheld monitor/Thermal imager						
MOBILE RADIO	#693	HARRIS MOUNTED MOBILE UNIT (800 MHz)		MAMW-SDMXX				
RESCUE TOOLS	1031	HYDRAULIC POWERED RESCUE UNIT/TOOLS		Genesis Battery Powered		30000	new	
Hose Valves	1064	gated valve and wye						
Saw & Fan	734	K-12 Saw/Ventamatic high pressure fan						

VEHICLES & EQUIPMENT	CITY PROPERTY ID #	DESCRIPTION	vin. #	MODEL	CAPACITY	INITIAL COST	Time of Purchase CONDITION	MILES
LADDER TRUCK	404	1983 100 FOOT AERIAL PLATFORM TRUCK (MOTOR/PUMP/RECENT REBUILD)	1S9A 3JDE D1003149	SUTPHEN	4 PERSON	DONATED	VG/FAIR/POOR	500
		DETROIT DIESEL		8V71N				
		ALLISON		HT740D				
		1500 GPM PUMP		QSMF-150	300 GAL.			
(LADDER 1)		<u>(EQUIPMENT/TOOLS)</u>						
HOSE BED		MINIMUM OF 800 FT. OF 5 INCH HOSE						
HOSE		MIN. OF 400 FT. OF MISC. SIZE HOSE						
AIR PACKS		See (Breathing Apparatus Section)						
LADDERS		100 FT. AERIAL/2X35'/1X18'						
PIKE POLES		Multiple lengths						
NOZZLES		2 LARGE-DIAMETER NOZZLES ON PLATFORM						
NOZZLES		MULTIPLE NOZZLES IN OTHER LOCATIONS						
WRENCHES/VALVES		MULTIPLE TYPES/SIZES						
ADAPTERS		MULTIPLE TYPES/SIZES						
TOOLS		LARGE NUMBER OF MISC. TOOLS						
MISC. SAFETY		CONES/VESTS						
MEDICAL		BASIC FIRST AID/MEDICAL BAG						
FIRE EXTINGUISHERS		MULTIPLE TYPES AND SIZES						
MOBILE RADIO	696	HARRIS MOUNTED MOBILE RADIO (800 MHz)		M7300				

VEHICLES & EQUIPMENT	CITY PROPERTY ID #	DESCRIPTION	vin. #	MODEL	CAPACITY	INITIAL COST	Time of Purchase CONDITION	MILES
PICK-UP TRUCK	510	2010 FORD F-150 4X4	1FTEW1E83AFB33505	F-150 4X4	CREW CAB	\$25,750.00	NEW	50,000
		<u>(EQUIPMENT/TOOLS)</u>						
		EMERGENCY DECALS/LIGHTS/SIREN						

PERSONAL PROTECTIVE CLOTHING	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured	INITIAL COST	Time of Purchase CONDITION	Quantity
PPE (INDIVIDUALS)		4-SETS OF STRUCTURAL FIREFIGHTING GEAR:	VERIDIAN		2020	12000	NEW	4-SETS
		COAT	CVEL-817-D29-92-GBT		2020		NEW	4
		PANT	TVEL-817-D29-93-GBT		2020		NEW	4
		<u>HELMET</u>			2020		NEW	4
		BOOTS (LEATHER)(BLACK/RED)	FDXL100		2020		NEW	4

PERSONAL PROTECTIVE CLOTHING	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured	INITIAL COST	Time of Purchase CONDITION	Quantity
PPE (INDIVIDUALS)	ASSET #1132	5-SETS OF STRUCTURAL FIREFIGHTING GEAR:	VERIDIAN		2019	13141.2	NEW	5-SETS
		COAT	CVEL-817-D29-92-GBT		2019		NEW	5
		PANT	TVEL-817-D29-93-GBT		2019		NEW	5
		<u>HELMET</u>			2019		NEW	5
		BOOTS (LEATHER)	FDXL100		2019		NEW	5

PERSONAL PROTECTIVE CLOTHING	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured	INITIAL COST	Time of Purchase CONDITION	Quantity
PPE (INDIVIDUALS)	Assets 1088-9	6-SETS OF STRUCTURAL FIREFIGHTING GEAR:	VERIDIAN		2019	17997.96	NEW	6-SETS
		COAT	CVEL-817-D29-92-GBT		2019		NEW	6
		PANT	TVEL-817-D29-93-GBT		2019		NEW	6
		<u>HELMET</u>			2019		NEW	6
		BOOTS (LEATHER)(BLACK/RED)	FDXL100		2019		NEW	6

PERSONAL PROTECTIVE CLOTHING	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured	INITIAL COST	Time of Purchase CONDITION	Quantity
PPE (INDIVIDUALS)	Assets 955-60,1	7-SETS OF STRUCTURAL FIREFIGHTING GEAR:	VERIDIAN		2017	14145.03	NEW	7-SETS
		COAT	CVEL-817-D29-92-GBT		2017		NEW	7

		PANT	TVEL-817-D29-93-GBT		2017		NEW	7
		BOOTS (LEATHER)(BLACK/RED)			2017		NEW	7

TOTAL SETS OF PPE	22
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COMMUNICATIONS	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured/ Acquired	INITIAL COST	Time of Purchase CONDITION	Quantity
PORTABLE RADIOS	ASSET #'S	HARRIS HAND-HELD RADIOS (INDIVIDUAL)	800 MHz				NEW	
	683-90	UNSCRAMBLED UNITS WITH CHARGERS	PORTABLE	P7300	2012		NEW	8
	946-947	UNSCRAMBLED/CHARGERS/MICS	PORTABLE	XG-75PE	2017	6975.48	NEW	2
MOBLE RADIOS		<u>(SEE INDIVIDUAL VEHICLES)</u>						
								10

BREATHING APPARATUS	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured/ Acquired	INITIAL COST	Time of Purchase CONDITION	Quantity
HARNESS/EQUIP.	1037-38	MSA SCBA HARNESS FIREHAWK (2007)	M7 FIREHAWK	MSA	2018	7300	VERY GOOD	10
BOTTLES	1036	MSA BOTTLES AND VALVES	4500 PSI	MSA	2017	\$3,670.12	VERY GOOD	4
AIR PACK/HARNESS	1032	(2007) FIREHAWK M7 & MASK	M7 FIREHAWK	MSA	2017	4120	VERY GOOD	4
AIR PACK/HARNESS	913-914	<u>AIRPACK, HARNESS, BOTTLES, & MASK (2007)</u>	M7 FIREHAWK	MSA	2016	5000	NEW	2
AIR BOTTLES	904-909	MSA ULTRALITE 30 YEAR 4500 PSI	ULTRALITE 4500	MSA	2016	5250	NEW	6

Total Harnesses	16
Total MSA Bottles	12

NOTE: MOST OF OUR BOTTLES HAVE BEEN REPLACED WITH SCI (OCFR STATED THEY CANNOT ACCEPT THESE)

Pre-emption equipment	CITY PROPERTY ID #	DESCRIPTION	TYPE	MODEL	Year Manufactured/ Acquired	INITIAL COST	Time of Purchase CONDITION	Quantity
Traffic Equipment	ASSET #'S	GPS PREEMPTION VEHICLE KIT	SERIES 2000			\$21,280.00		7
							TOTAL	7