



CITY OF OKEECHOBEE

CITY COUNCIL

DECEMBER 21, 2021

LIST OF EXHIBITS

Draft Minutes	November 4, 2021 Workshop December 7, 2021 Regular
Warrant Register	November 2021
Exhibit 1	Ordinance No. 1246, Rezoning
Exhibit 2	Ordinance No. 1247, Demolition
Exhibit 3	Approval of Employee Leave of Absence
Exhibit 4	Piggyback Agreement for Professional Cleaning Services



CITY OF OKEECHOBEE
CITIZENS CHARTER REVIEW ADVISORY COMMITTEE
SPECIAL MEETING AND JOINT WORKSHOP WITH THE CITY COUNCIL
NOVEMBER 4, 2021
DRAFT MEETING MINUTES

I. CALL TO ORDER

In the absence of Citizen Charter Review Advisory Committee (CCRAC) Chairperson Whirls, Mayor Watford called the meeting to order on Thursday, November 4, 2021, at 6:04 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida.

II. ATTENDANCE

Roll was taken by CCRAC Secretary Patty Burnette to establish a quorum. Members present: Mayor Dowling R. Watford Jr., Council Members Noel Chandler, Monica Clark, Bob Jarriel, and Bobby Keefe; CCRAC Members Wes Abney, Suzanne Bowen, Sandy Perry, Cary Pigman, Hoot Worley, and Jeremy LaRue (entered the chambers at 6:33 P.M.). Absent with consent were CCRAC Chair Myranda Whirls and Member James Gamiotea.

III. AGENDA AND PUBLIC COMMENTS

A. Motion by Member Jarriel, seconded by Member Clark to adopt the agenda as presented. **Motion Carried Unanimously.**

B. There were no comment cards submitted for public participation for any issues not on the agenda.

Mayor Watford opened the floor for nominations for a CCRAC Temporary Chairperson. By majority consensus of the CCRAC Members present, Member Worley was appointed. Mayor Watford yielded the floor the CCRAC Chair Pro-Tempore Worley to oversee the remainder of the meeting.

IV. NEW BUSINESS

A. Motion by Member Perry, seconded by Member Pigman to dispense with the reading and approve the July 8, 2021, Regular Meeting minutes. **Motion Carried Unanimously.**

V. CHAIR PRO-TEM WORLEY RECESSED THE MEETING AND OPENED THE JOINT WORKSHOP AT 6:08 P.M.

A. The purpose of the workshop was for the two boards to review the proposed City Charter which reflects all the recommendations to date by the CCRAC. The following areas were specifically noted for amendments, corrections, or as a topic of discussion:

C-1.3 Corporate Boundary. The last annexation legal description is not included, Attorney Fumero will add this information into the final document.

C-2.1 City Council, third paragraph under Meetings, amend the paragraph to reflect or such shorter time as three Council Members shall deem necessary in case of an emergency affecting the public health, safety, welfare, or the public peace. And reword portion of the sentence using "no less than" to "less than" for easier understanding.

C-2.2 Mayor and Vice Mayor, (d) amend to reflect the same language as provided in C-5.2(i), first Council meeting in the month of January of such year instead of November.

C-2.5 Vacancies; Forfeiture of Office; Filing of Vacancies. Paragraph (b) Forfeiture of Office, paragraph ii), change six regular meetings to five. Paragraph (c) Filing of vacancies. By majority consensus of the Council, Attorney Fumero to reword this section to implement the current process provided in Code Section 2-39.

C-3.1 City Administrator, (a) strike the last sentence, the Administrator need not be a resident of the City. This will be a contract negotiation item on a case-by-case basis.

C-3.3 Acting City Administrator. No changes, only noted that this process could create an awkward situation.

V WORKSHOP CONTINUED

- A. Continued: C-4.2 Prohibitions, (c) Holding Other Office. Add language to exclude City Administrator from this paragraph.

C-4.4 Emergency Ordinance, (b) Procedure. Amend to reflect when adopting an emergency ordinance, must be by a majority vote instead of by three members.

C-6.1 Procedure to Amend, (b) Initiative by Petition and (c) Submission to Electors. Notation that when initiated by petition, could cause a special election.

C-7.2 Conflicts of Interest; Ethical Standards. Attorney Fumero will rewrite the second paragraph to make it correspond to Chapter 112 of the State Ethics Code so it would not eliminate local businesses.

C-7.3 City Personnel System. City Clerk Gamiotea provided to Attorney Fumero to amend to read "All employment, appointments and promotions of City officers and employees shall be made pursuant to personnel policies and procedures to be established by the Administrator or City Clerk from time to time and approved by City Council. The City Council officially adopts the Employee policies and procedures, but they are presented for adoption by the Personnel Administrator.

Items of discussions throughout workshop included term limits for Council Members, numbering City Council seats, and the form of government in C-1.2 which is "Mayor - City Council - Administrator." The proposed recommended organizational structure is that the Mayor and City Council will hire/fire the City Attorney, City Administrator, the Chief of Police, and leave the Office of the City Clerk elected. All of the above noted items will be discussed further by the City Council. [For clarification the City Administrator is currently the Head of the Departments of Administration, Finance, and General Services. The proposed Charter would move the Public Works Department to also be under their direct management. The Fire Department is not addressed due to the City now contracting that service to the Board of County Commissioners through an interlocal agreement].

CHAIR PRO-TEM WORLEY ADJOURNED THE WORKSHOP AND RECONVENED THE SPECIAL MEETING AT 8:04 P.M.

VI. ADJOURN MEETING

There being no further items on the agenda, Chair Pro-Tem Worley adjourned the meeting at 8:04 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, 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.

December 7, 2021 Draft Minutes to be provided



Okeechobee, FL

Check Report

By Check Number

Date Range: 11/01/2021 - 11/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
1001	Bank of America - 2303 fka 9233 PW	11/05/2021	Regular	0.00	254.59	1883
1934	Verizon Wireless	11/05/2021	Regular	0.00	151.90	1884
2239	Tyler Technologies	11/19/2021	Regular	0.00	18,946.99	1885
1491	Home Depot Credit Services	11/22/2021	Regular	0.00	1,159.18	1886
2069	Axon Enterprise, Inc.	11/30/2021	Regular	0.00	2,251.42	1887
CalvinGiordano	Calvin, Giordano & Associates	11/30/2021	Regular	0.00	14,067.50	1888
226	Florida Power & Light Company	11/30/2021	Regular	0.00	4,479.80	1889
1934	Verizon Wireless	11/30/2021	Regular	0.00	814.20	1890

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	42,125.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	8	0.00	42,125.58

Check Report

Date Range: 11/01/2021 - 11/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
255	City Of Okeechobee Payroll Account	11/03/2021	EFT	0.00	98,466.70	26
2032	The Standard	11/05/2021	EFT	0.00	2,116.44	27
1644	PRM - Health Insurance	11/15/2021	EFT	0.00	56,225.03	28
1770	PRM - Life, LTD & STD	11/15/2021	EFT	0.00	1,426.29	29
1770	PRM - Life, LTD & STD	11/15/2021	EFT	0.00	2,442.54	30
1645	PRM - Vision & Dental	11/15/2021	EFT	0.00	2,118.92	31
255	City Of Okeechobee Payroll Account	11/16/2021	EFT	0.00	513.25	32
255	City Of Okeechobee Payroll Account	11/17/2021	EFT	0.00	109,609.98	33
971	Bank of America - 0752 fka 9846 FD	11/05/2021	Regular	0.00	404.75	43917
1001	Bank of America - 2303 fka 9233 PW	11/05/2021	Regular	0.00	113.05	43918
1188	Bank of America - 2709 fka 0257 Admin	11/05/2021	Regular	0.00	605.16	43919
1521	Bank of America - 7178 fka 6737 PD#2	11/05/2021	Regular	0.00	500.52	43920
969	Bank of America - 9852 fka 8540	11/05/2021	Regular	0.00	306.40	43921
1520	Bank of America 3373 fka 2149 PD#1	11/05/2021	Regular	0.00	48.60	43922
2073	Bank of America-3135 Bernst	11/05/2021	Regular	0.00	1,345.73	43923
CenturyLink-LD	CenturyLink	11/05/2021	Regular	0.00	16.72	43924
1650	Fitness Factory	11/05/2021	Regular	0.00	240.00	43925
1823	Florida Public Utilities	11/05/2021	Regular	0.00	82.68	43926
117	Liberty National Life Ins. Co.	11/05/2021	Regular	0.00	179.28	43927
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/05/2021	Regular	0.00	11,795.50	43928
325	Okeechobee County - BOCC	11/05/2021	Regular	0.00	620.50	43929
2180	Savanna Smith	11/05/2021	Regular	0.00	72.00	43930
596	State of Florida Disbursement Unit	11/05/2021	Regular	0.00	371.18	43931
1934	Verizon Wireless	11/05/2021	Regular	0.00	72.26	43932
1934	Verizon Wireless	11/05/2021	Regular	0.00	447.80	43933
1980	WEX Bank	11/05/2021	Regular	0.00	5,616.93	43934
1973	Advance Auto Parts	11/15/2021	Regular	0.00	14.76	43935
739	American Drilling Services, Inc.	11/15/2021	Regular	0.00	60.75	43936
1778	Apex Office Products, Inc	11/15/2021	Regular	0.00	142.69	43937
2159	ArchiveSocial, Inc.	11/15/2021	Regular	0.00	2,988.00	43938
1697	CAS Governmental Services, LLC	11/15/2021	Regular	0.00	2,235.27	43939
1236	CIT Technology Finance Service, Inc.	11/15/2021	Regular	0.00	283.55	43940
41	City Electric Supply Co.	11/15/2021	Regular	0.00	614.00	43941
1685	Comcast	11/15/2021	Regular	0.00	52.50	43942
2077	Emergency Reporting	11/15/2021	Regular	0.00	1,895.71	43943
1809	Federal Eastern International, Inc.	11/15/2021	Regular	0.00	880.36	43944
512	Florida League Of Cities	11/15/2021	Regular	0.00	848.00	43945
89	ICS Computers Inc.	11/15/2021	Regular	0.00	1,695.00	43946
1105	Indian River Crime Laboratory	11/15/2021	Regular	0.00	8,940.00	43947
105	Jones Equipment Company, Inc.	11/15/2021	Regular	0.00	118.00	43948
594	KYOCERA Document Solutions Southeast	11/15/2021	Regular	0.00	76.97	43949
431	LaRue Planning & Mngmnt Services, Inc.	11/15/2021	Regular	0.00	5,390.00	43950
2253	MacVicar Consulting, Inc.	11/15/2021	Regular	0.00	250.00	43951
1672	Mark W. Brandel, Inc.	11/15/2021	Regular	0.00	4,557.30	43952
639	Municode	11/15/2021	Regular	0.00	275.00	43953
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/15/2021	Regular	0.00	9,400.00	43954
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/15/2021	Regular	0.00	-9,400.00	43954
2057	Okeechobee Army Surplus	11/15/2021	Regular	0.00	151.80	43955
325	Okeechobee County - BOCC	11/15/2021	Regular	0.00	1,648.34	43956
2141	Okeechobee County Economic Development	11/15/2021	Regular	0.00	40,000.00	43957
222	Okeechobee News c/o Independent Newspape	11/15/2021	Regular	0.00	1,691.22	43958
2191	Porter Lee Corporation	11/15/2021	Regular	0.00	297.22	43959
2102	Rabon's Country Feed	11/15/2021	Regular	0.00	11.90	43960
554	Scott's Quality Cleaning	11/15/2021	Regular	0.00	1,671.51	43961
1827	Soler Automotive	11/15/2021	Regular	0.00	495.00	43962
1513	T.R.A.C. Refrigeration	11/15/2021	Regular	0.00	250.00	43963
1906	Thread Works Embroidery, LLC	11/15/2021	Regular	0.00	157.00	43964
1460	Tire Zone of Okeechobee, Inc.	11/15/2021	Regular	0.00	564.83	43965
1516	Total Roadside Services, Inc.	11/15/2021	Regular	0.00	1,201.41	43966
1861	TransUnion Risk & Alternative Data	11/15/2021	Regular	0.00	75.00	43967

Check Report

Date Range: 11/01/2021 - 11/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2080	Treasure Coast Medical Associates	11/15/2021	Regular	0.00	301.50	43968
1544	UniFirst Corp	11/15/2021	Regular	0.00	274.28	43969
197	W & W Lumber Company of Okeechobee	11/15/2021	Regular	0.00	93.56	43970
254	Jerald Bryant, Clerk of Court	11/19/2021	Regular	0.00	113.88	43971
596	State of Florida Disbursement Unit	11/19/2021	Regular	0.00	255.98	43972
1919	Willie Hall	11/19/2021	Regular	0.00	115.20	43973
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/19/2021	Regular	0.00	5,801.00	43974
1491	Home Depot Credit Services	11/22/2021	Regular	0.00	1,245.92	43975
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/22/2021	Regular	0.00	697.80	43976
1973	Advance Auto Parts	11/30/2021	Regular	0.00	170.16	43977
13	American Family Life Assurance Co.	11/30/2021	Regular	0.00	458.00	43978
1710	Apex Pest Control, Inc.	11/30/2021	Regular	0.00	60.00	43979
1188	Bank of America - 2709 fka 0257 Admin	11/30/2021	Regular	0.00	943.65	43980
969	Bank of America - 9852 fka 8540	11/30/2021	Regular	0.00	100.00	43981
1520	Bank of America 3373 fka 2149 PD#1	11/30/2021	Regular	0.00	20.00	43982
2073	Bank of America-3135 Bernst	11/30/2021	Regular	0.00	672.91	43983
CenturyLink-Fiber	Century Link	11/30/2021	Regular	0.00	1,826.54	43984
CenturyLink-Local	CenturyLink	11/30/2021	Regular	0.00	2,181.77	43985
1236	CIT Technology Finance Service, Inc.	11/30/2021	Regular	0.00	343.01	43986
41	City Electric Supply Co.	11/30/2021	Regular	0.00	311.63	43987
CraigSmith	Craig A Smith	11/30/2021	Regular	0.00	14,300.00	43988
476	Dawn Hoover	11/30/2021	Regular	0.00	50.00	43989
2248	Dermatec Direct	11/30/2021	Regular	0.00	198.89	43990
480	Douglas McCoy	11/30/2021	Regular	0.00	35.00	43991
1809	Federal Eastern International, Inc.	11/30/2021	Regular	0.00	9.72	43992
226	Florida Power & Light Company	11/30/2021	Regular	0.00	2,580.15	43993
1823	Florida Public Utilities	11/30/2021	Regular	0.00	76.85	43994
74	GALLS, LLC	11/30/2021	Regular	0.00	229.72	43995
1346	Gilbert Oil Company, Inc.	11/30/2021	Regular	0.00	9,804.95	43996
1892	Highland Pest Control	11/30/2021	Regular	0.00	75.00	43997
89	ICS Computers Inc.	11/30/2021	Regular	0.00	127.95	43998
2174	James Shaw	11/30/2021	Regular	0.00	35.00	43999
1866	JC Newell Const. Inspect. Services, Inc.	11/30/2021	Regular	0.00	5,200.00	44000
2154	Jessica Francis	11/30/2021	Regular	0.00	150.00	44001
2220	Joseph Papasso	11/30/2021	Regular	0.00	35.00	44002
1532	Karyne Brass	11/30/2021	Regular	0.00	35.00	44003
594	KYOCERA Document Solutions Southeast	11/30/2021	Regular	0.00	1,377.78	44004
113	Lawmen's & Shooters' Supply, Inc.	11/30/2021	Regular	0.00	2,774.76	44005
117	Liberty National Life Ins. Co.	11/30/2021	Regular	0.00	179.28	44006
2236	Luna Window Tint	11/30/2021	Regular	0.00	130.00	44007
1895	Mac L Jonassaint	11/30/2021	Regular	0.00	35.00	44008
656	Mid State Fire Equipment, Inc.	11/30/2021	Regular	0.00	397.00	44009
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/30/2021	Regular	0.00	9,400.00	44010
2057	Okeechobee Army Surplus	11/30/2021	Regular	0.00	577.30	44011
325	Okeechobee County - BOCC	11/30/2021	Regular	0.00	130,827.03	44012
224	Okeechobee Utility Authority	11/30/2021	Regular	0.00	1,042.44	44013
2043	O'Reilly Auto Parts	11/30/2021	Regular	0.00	59.62	44014
1564	Philip Baughman	11/30/2021	Regular	0.00	35.00	44015
2165	Richard Chartier	11/30/2021	Regular	0.00	35.00	44016
RMPK	RMPK Funding Inc.	11/30/2021	Regular	0.00	6,000.00	44017
1155	Safety Products Inc.	11/30/2021	Regular	0.00	33.71	44018
1574	Salem Trust Company	11/30/2021	Regular	0.00	341.94	44019
1670	Sherwin-Williams Co.	11/30/2021	Regular	0.00	109.65	44020
1827	Soler Automotive	11/30/2021	Regular	0.00	1,635.60	44021
1474	St. Lucie Battery & Tire	11/30/2021	Regular	0.00	37.90	44022
1340	The UPS Store #5684	11/30/2021	Regular	0.00	63.44	44023
1813	Thompson Reuters	11/30/2021	Regular	0.00	89.48	44024
1460	Tire Zone of Okeechobee, Inc.	11/30/2021	Regular	0.00	24.68	44025
1516	Total Roadside Services, Inc.	11/30/2021	Regular	0.00	437.39	44026
2080	Treasure Coast Medical Associates	11/30/2021	Regular	0.00	424.00	44027
1939	United Way	11/30/2021	Regular	0.00	36.00	44028

Check Report

Date Range: 11/01/2021 - 11/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
810	Vantage Transfer Agents - 457	11/30/2021	Regular	0.00	2,340.00	44029
810	Vantage Transfer Agents - 457	11/30/2021	Regular	0.00	529.38	44030
1934	Verizon Wireless	11/30/2021	Regular	0.00	72.00	44031
538	Waste Management Inc. of Florida	11/30/2021	Regular	0.00	32,891.04	44032

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	158	116	0.00	352,638.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-9,400.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	272,919.15
	166	125	0.00	616,157.74

Check Report

Date Range: 11/01/2021 - 11/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
2163	CW Roberts Contracting, Inc.	11/15/2021	Regular	0.00	603.71	3412
1981	JMC Landscaping Services, Inc.	11/15/2021	Regular	0.00	3,849.58	3413
2094	USA Services of Florida, Inc.	11/15/2021	Regular	0.00	2,266.00	3414
197	W & W Lumber Company of Okeechobee	11/15/2021	Regular	0.00	24.95	3415
226	Florida Power & Light Company	11/19/2021	Regular	0.00	5,036.47	3416
1491	Home Depot Credit Services	11/22/2021	Regular	0.00	60.00	3417
735	B & B Site Development	11/30/2021	Regular	0.00	1,391.60	3418
41	City Electric Supply Co.	11/30/2021	Regular	0.00	228.09	3419
55	Diamond R Fertilizer Co., Inc.	11/30/2021	Regular	0.00	413.85	3420
1682	ULINE	11/30/2021	Regular	0.00	627.00	3421
197	W & W Lumber Company of Okeechobee	11/30/2021	Regular	0.00	167.86	3422
1173	Walpole Feed & Supply	11/30/2021	Regular	0.00	385.24	3423

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	18	12	0.00	15,054.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	18	12	0.00	15,054.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	185	136	0.00	409,818.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-9,400.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	272,919.15
	193	145	0.00	673,337.67

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	11/2021	616,157.74
301	PUBLIC FACILITY FUND	11/2021	15,054.35
304	CAPITAL PROJECTS FUND	11/2021	42,125.58
			673,337.67

ORDINANCE NO. 1246

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL MULTIPLE FAMILY (RMF) TO HEAVY COMMERCIAL (CHV), PETITION NO. 21-006-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and

WHEREAS, the City of Okeechobee has received and reviewed Zoning District Boundary Change Petition No. 21-006-R, submitted by Muhammad Nooruddin, Registered Agent of the property owner, NASSA Management Group, LLC, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning certain tracts of land consisting of 0.402 acres from RMF to CHV; and

WHEREAS, said petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, that such petition is consistent with the Comprehensive Plan; and

WHEREAS, said petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on November 18, 2021, determined that such petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds such rezoning petition to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.

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

SECTION 1: LEGAL DESCRIPTION.

The following described land consisting of approximately 0.402 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 23 AND 24, OF BLOCK 3, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 2: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed from RMF to CHV.

SECTION 3: CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 5: EFFECTIVE DATE.

This Ordinance shall become effective immediately after its adoption at the second and final City Council Public Hearing.

INTRODUCED for First Reading and set for Final Public Hearing on this **21st** day of **December 2021.**

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **18th** day of **January 2022.**

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



Staff Report

Rezoning Request

Prepared for: *The City of Okeechobee*

Applicant: *Nassa Management Group LLC*

Address: *204 NW 13th Street*

Petition No.: *21-006-R*

Request: *Change from RMF to CHV*

General Information

Owner/Applicant	Nassa Management Group LLC 7993 Steeplechase Ct Port St Lucie, FL 34986
Contact Person	Muhammad Nooruddin Nooruddin64@gmail.com 863.801.1925
Site Address	204 NW 13 th Street
Parcel Identification	3-15-37-35-0010-00030-0230

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.cityofkeechobee.com/agendas.html>

Request

The matter before the Local Planning Agency and City Council is an application to rezone 0.402 acres of land located on NW 13th Street. The property is designated Commercial on the Future Land Use Map and currently zoned Residential Multiple Family. The applicant is requesting a zoning change to Heavy Commercial.

The Applicant has also submitted a concurrent request for a Special Exception for a storage facility at this property.

Future Land Use, Zoning and Existing Use

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning	Residential Multiple Family	Heavy Commercial
Use of Property	Vacant lot	Storage Facility
Acreage	0.402 acres	0.402 acres

Future Land Use, Zoning, and Existing Use on Surrounding Properties

North	Future Land Use	Commercial
	Zoning	Commercial Professional Office
	Existing Use	Water Retention
East	Future Land Use	Commercial
	Zoning	Heavy Commercial
	Existing Use	Storage Facility
South	Future Land Use	Commercial
	Zoning	Heavy Commercial
	Existing Use	Automotive Shop
West	Future Land Use	Single Family Residential
	Zoning	Residential Multiple Family
	Existing Use	Single Family Home

Analysis

Section 70-340 of the Land Development Regulations requires that the reviewing body find that an application for rezoning meets each of the following conditions. Though the City is the Applicant for this request, the Owner of the subject property has provided some comments to each of the required findings. These are repeated below in Times Roman typeface exactly as provided by the Owner. Staff has made no attempt to correct typos, grammar, or clarify the Owner’s comments. Staff comments are shown in this Arial typeface.

1. *The proposed rezoning is not contrary to Comprehensive Plan requirements.*

Applicant Response: Part of the Future Land Use Heavy Commercial Proposal by the City map.

Staff Comment: This parcel is already designated Commercial on the City’s Future Land Use Map, which is a component of the City’s Comprehensive Plan. The current zoning of RMF is inconsistent with the Commercial Future Land Use. Rezoning to a commercial zoning district will increase the consistency with the Comprehensive Plan.

2. *The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.*

Applicant Response: Yes

Staff Comment: The Applicant has a concurrent pending request for a special use exception to allow construction of a storage facility. Storage is listed as a special exception use in the CHV district.

3. *The proposed use will not have an adverse effect on the public interest.*

Applicant Response: No effect to the public.

Staff Comment: Facilitating commercial development of this vacant property will slightly increase the tax base for the City, which is a public benefit. Commercial development (likely a storage facility) at this location is unlikely to result in any adverse effects on the public interest.

4. *The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.*

Applicant Response: Consistent w/ neighboring storage facility.

Staff Comment: The subject property is about 240 feet from the US-441 right-of-way with an adjacent storage facility to the east, automotive repair to the south, and a water retention site to the north. Due to those factors, this is an appropriate location for storage and for commercial in general; and is consistent with the prevailing land use patterns. The main compatibility concern is the single family residential to the west. Fortunately, the code requires landscape buffering and increased setbacks for commercial structures adjacent to residential districts.

5. *The proposed use will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of adjacent property.*

Applicant Response: Will not affect property value.

Staff Comment: Except for the water retention parcel to the north, the adjacent properties are already developed. It is unlikely that development of this property will affect property values or living conditions.

6. *The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.*

Applicant Response: Properly fenced and locked.

Staff Comment: If the site is secure, maintained, and not open during all hours, there are not many nuisances typically associated with storage facilities. Nevertheless, buffering will be required at time of site plan approval.

7. *The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.*

Applicant Response: No impact on public facilities.

Staff Comment: Commercial development has no impact on school capacity. Storage has very little impact on utilities. A facility of this size should not generate enough vehicle trips to significantly impact roadway capacity.

8. *The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

Applicant Response: No

Staff Comment: Any existing flooding or drainage issues should be improved through the site development process.

9. *The proposed use has not been inordinately burdened by unnecessary restrictions.*

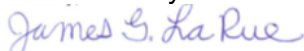
Applicant Response: No impact on restrictions

Staff Comment: The proposed has not been inordinately burdened.

Recommendation

Based on the foregoing analysis, we find the rezoning from Residential Multiple Family to Heavy Commercial reasonably compatible with adjacent uses and consistent with the urbanizing pattern of the area. We find this rezoning to be consistent with the City's Comprehensive Plan; and therefore recommend **Approval** of this rezoning.

Submitted by:



James G LaRue, AICP
President

November 5, 2021

Planning Board Public Hearing: November 18, 2021

City Council Public Hearing: (tentative) December 21, 2021 and January 18, 2022

Attachments: Future Land Use, Subject Site & Environs
Zoning, Subject Site & Environs
Aerial, Subject Site & Environs

FUTURE LAND USE SUBJECT SITE AND ENVIRONS



LAND USE CLASSIFICATIONS

- +—+— RAILROAD CENTERLINE
- HOPKINS MEANDER LINE
- +—+— RAILROAD CENTERLINE
- fl_u_boundary_lines
- lot_line
- fl_u_background_parcels
- SINGLE - FAMILY RESIDENTIAL
- MIXED USE RESIDENTIAL
- MULTI - FAMILY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- PUBLIC FACILITIES

ZONING SUBJECT SITE AND ENVIRONS



AERIAL SUBJECT SITE AND ENVIRONS



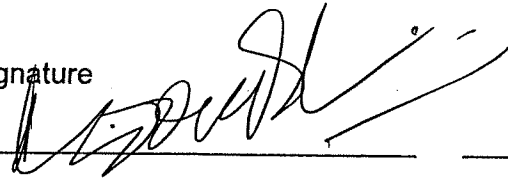
850

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: 9.30-21	Petition No. 21-006-R
		Fee Paid: 850.00	Jurisdiction: PB & CC
		1 st Hearing: 11-18-21	2 nd Hearing: 12-21-21 & 1-18-22
		Publication Dates:	
		Notices Mailed: 11.3.21	
Rezone, Special Exception and Variance			
APPLICANT INFORMATION			
1	Name of property owner(s): NASSA MANAGEMENT GROUP LLC		
2	Owner mailing address: 7993 Steeplechase ct, Port Saint Lucie, Fl 34986.		
3	Name of applicant(s) if other than owner NA.		
4	Applicant mailing address:		
	E-mail address: Nooruddin64@gmail.com.		
5	Name of contact person (state relationship): Muhammad Nooruddin		
6	Contact person daytime phone(s): 863-801-1925		
PROPERTY INFORMATION			
7	Property address/directions to property: 441 N. to NW 13 Street make a left , property on left 204 NW 13th Street , okeechbee, Fl 34972..		
8	Describe current use of property: Vacant lot r -		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc. No dwelling on the property is planned. Will utilize for the storage purposes Source of potable water: City. Method of sewage disposal: NA		
10	Approx. acreage: .402	Is property in a platted subdivision? Yes	
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: NO..		
12	Is a pending sale of the property subject to this application being granted? No		
13	Describe uses on adjoining property to the North: North: County's water retention East: Storage facility.. South: Heavy commercial automotive shop West: Single-family home		
14	Existing zoning: RMF r	Future Land Use classification: heavy commercial	
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<input type="checkbox"/>) Rezone (<input checked="" type="checkbox"/>) Special Exception (<input type="checkbox"/>) Variance		
17	Parcel Identification Number: 31-15-37-35-0010-00030-0230		

REQUIRED ATTACHMENTS	
18	Applicant's statement of interest in property: Looking forward to establish storage facility
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B 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.
20	Last recorded warranty deed:
21	Notarized letter of consent from property owner (if applicant is different from property owner)
22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application 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 denial of this application.

Signature 

Printed Name
Muhammad Nooruddin

Date
October 6, 2021

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

NASSA MANAGEMENT GROUP, LLC

Filing Information

Document Number	L06000026019
FEI/EIN Number	APPLIED FOR
Date Filed	03/10/2006
Effective Date	03/13/2006
State	FL
Status	INACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	11/18/2010
Event Effective Date	NONE

Principal Address

1204 NE 12 STREET
OKEECHOBEE, FL 34972

Changed: 03/30/2010

Mailing Address

7993 STEEPLECHASE CT
PORT ST. LUCIE, FL 34986

Registered Agent Name & Address

NOORUDDIN, MUHAMMAD S
7993 STEEPLECHASE CT
PORT ST. LUCIE, FL 34986

Name Changed: 03/09/2008

Authorized Person(s) Detail

Name & Address

Title MGRM

NOORUDDIN, MOHAMMAD S
7993 STEEPLECHASE CT
PORT ST. LUCIE, FL 34986

Title MGRM

NOORUDDIN, SHAHNAZ
7993 STEEPLECHASE CT
PORT ST. LUCIE, FL 34986

Annual Reports

Report Year	Filed Date
2008	03/09/2008
2009	04/29/2009
2010	03/30/2010

Document Images

<u>03/30/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/09/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2006 -- Florida Limited Liability</u>	View image in PDF format

Florida Department of Banking & Finance

Residential Multiple Family

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: <i>Multi family</i> Requested zoning classification <i>Heavy Commercial</i>
B	Describe the desired permitted use and intended nature of activities and development of the property? <i>Storage Facility</i>
C	Is a Special Exception necessary for your intended use? () No (<input checked="" type="checkbox"/>) Yes If yes, briefly describe: <i>Current use is zoned as multifamily Residence. Future use is zoned Heavy Commercial.</i>
D	Is a Variance necessary for your intended use? (<input checked="" type="checkbox"/>) No () Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project. <i>N/A</i>
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

**FINDINGS REQUIRED FOR GRANTING A REZONING
OR CHANGE IN LAND DEVELOPMENT
REGULATIONS (Sec. 70-340, LDR page CD70:16)**

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

- The proposed rezoning is not contrary to Comprehensive Plan requirements.
Part of the Future Land use Heavy Commercial Proposal by the City Map.
- The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations. *Yes*
- The proposed use will not have an adverse effect on the public interest.
No Effect to the Public.
- The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns. *Consistent w/ Neighboring Storage facility.*
- The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.
Will Not affect Property Value.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood *Properly fenced and locked.*

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services *No Impact on public Facilities.*

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
No

9. The proposed use has not been inordinately burdened by unnecessary restrictions.
No Impact on Restrictions

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



FILE NUM 2006008655
OR BK 00599 PG 1232
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FL
RECORDED 05/12/2006 11:36:14 AM
RECORDING FEES 10.00
DEED DDC 350.00
RECORDED BY L Rucks
Pg 1232; (1pg)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Shannon Mulholland
Elite Title, Inc.
311 NE 2nd Street
Okeechobee, Florida 34972
Property Appraisers Parcel Identification (Folio) Numbers: 3-15-37-35-0010-00030-0230

_____ Space Above This Line For Recording Data _____

THIS WARRANTY DEED, made the 11th day of May, 2006 by Nolar Ann Suggs , whose post office address is P O Box 1176, Moore Haven, Fl 33471 herein called the grantor, to Nassa Management Group, LLC, a Florida Limited Liability Co. , whose post office address is 7993 Steeplechase Ct, Port St. Lucie, Fl 34986, hereinafter called the Grantee:

(Wherever used herein the terms "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 AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

LOTS 23 AND 24, BLOCK 3, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

Subject to easements, restrictions and reservations of record and taxes for the year 2006 and thereafter. Grantor herein states that the above referenced property is not now nor has it ever been her homestead. The above referenced property is vacant land.

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, and hereby 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, 2005.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

Nolar Ann Suggs
Nolar Ann Suggs

Shannon Mulholland
Witness #1 Printed Name

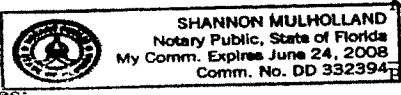
Katy Mobley
Witness #2 Signature

Patsy Mobley
Witness #2 Printed Name

**STATE OF FLORIDA
COUNTY OF OKEECHOBEE**

The foregoing instrument was acknowledged before me this 11th day of May, 2006 by Nolar Ann Suggs who is personally known to me or has produced [Signature] as identification.

SEAL



[Signature]
Notary Public

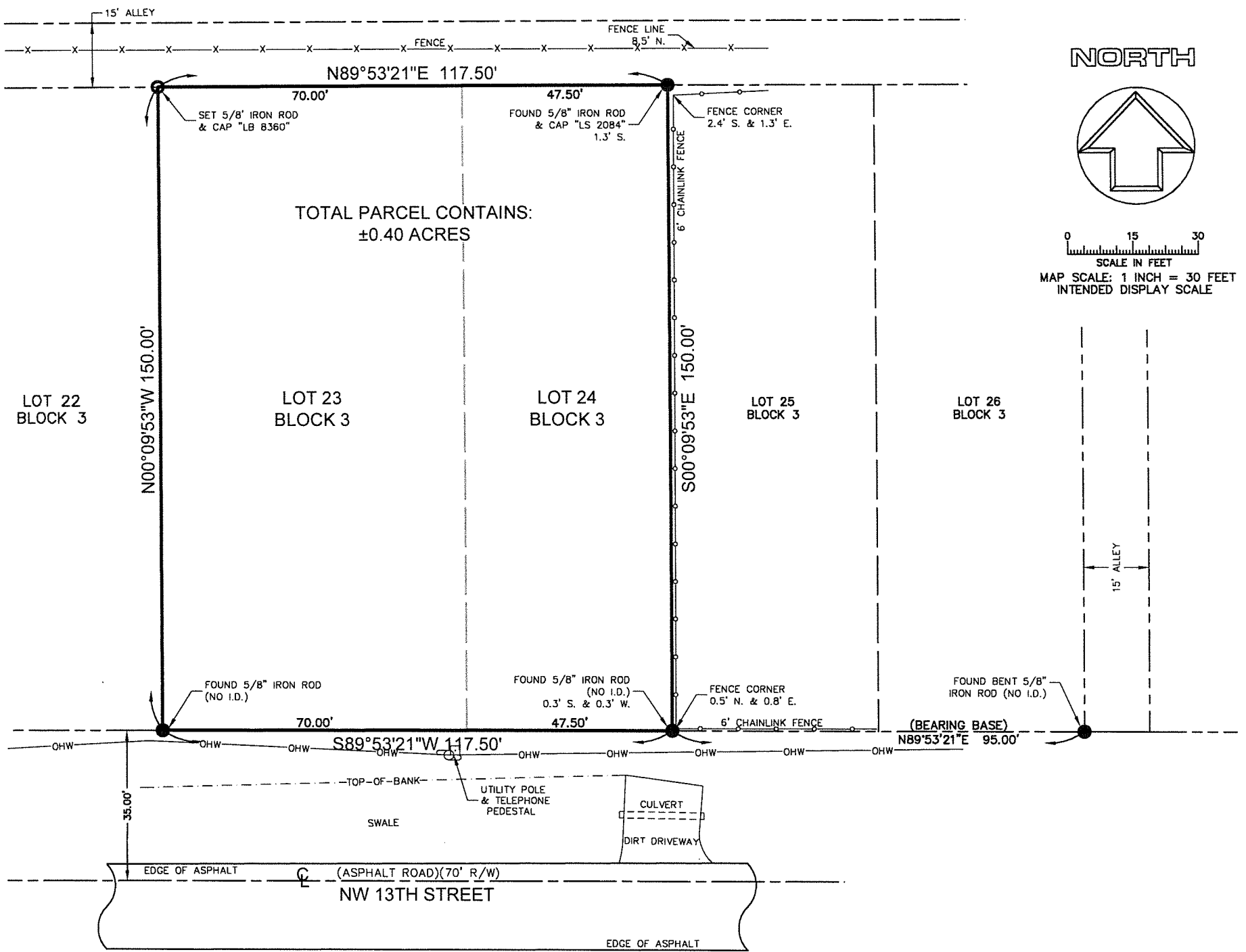
My Commission Expires:

Printed Notary Name

BOUNDARY SURVEY PREPARED FOR NASSA MANAGEMENT GROUP, LLC

DESCRIPTION:

LOTS 23 AND 24, BLOCK 3, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.



PROJECT SPECIFIC NOTES:


- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE PLAT(P) AND MEASURED(M).
- 2) SITE ADDRESS: 204 NW 13TH ST
- 3) PARCEL ID: 3-15-37-35-0010-00030-0230
- 4) F.I.R.M. ZONE: "X", MAP NO. 12093C0415C, DATED 07/16/15.
- 5) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 6) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 7) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 8) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 9) THE DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
- 10) DATE OF LAST FIELD SURVEY: 08/03/20.

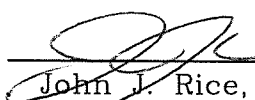
STANDARD NOTES: No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor. The survey depicted here is prepared exclusively for those parties noted. No responsibility or liability is assumed by the surveyor for use by others not specifically named. Not valid without the signature and embossed seal of Florida licensed surveyor and mapper #4506. There are no visible above ground encroachments except as shown. No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 5J-17, Florida Administrative Code.

PREPARED FOR THE EXCLUSIVE USE OF: NASSA MANAGEMENT GROUP, LLC MOHAMMED NOORUDDIN	DESCRIPTION	DATE	BY	CK
	BOUNDARY SURVEY	09/22/20	AL	JJR
DESCRIPTION REFERENCE: O. R. BOOK 599, PG. 1232	360/49	SCALE: 1" = 30'		
BEARING REFERENCE: NORTH R/W LINE NW 13TH STREET TAKEN TO BEAR S89°3'21"W	FILE: 20-341	JOB NO: 20-341		

TRADEWINDS SURVEYING GROUP, LLC.

200 SW 3rd Avenue
Okeechobee, FL. 34974
Tel: (863) 763-2887
Fax: (863) 763-4342




 John J. Rice, P.S.M. (LS 4506) LB 8360

LEGEND

-Set Iron Rod and Cap "LB 8360"
 -Found CM
 -Found Iron Rod (and Cap)
 -Found Pipe (and Cap)

ABBREVIATIONS

B=Baseline; BM=Benchmark; CL=Centerline; C=Calculated; CATV=Cable TV; CM=Concrete Monument; CONC=Concrete; D=Deed; Δ=Delta or Central Angle; E=East; E'LY=Easterly; E/P=Edge of Pavement; ESMT=Easement; F.I.R.M.=Flood Insurance Rate Map; FND=Found; IP=Iron Pipe; IR&(C)=Iron Rod (and ID Cap); L=(Arc) Length; M=Measured; MH=Manhole; N=North; N'LY=Northerly; NGV(D)=National Geodetic Vertical (Datum) of 1929; NTS=Not to Scale; OHW=Overhead Wires; R=Property Line; P=Plat; PC=Point of Curvature; PCC=Point of Compound Curvature; PCP=Permanent Control Point; POB=Point of Beginning; POC=Point of Commencement; PRC=Point of Reverse Curvature; PRM=Permanent Reference Monument; PT=Point of Tangency; PU&D=Public Utility and Drainage; R=Radius; R/W=Right-of-Way; S=South; S'LY=Southerly; T=Tangent; TEL=Telephone Splice or Switch Box; W=West; W'LY=Westerly; UTIL=Utility(ies); x_{spot} =Spot Elevation based on indicated Datum.

PARCEL NUMBER	OWNER	ADDRESS
1-09-37-35-0020-00740-0010	OKEECHOBEE HOSPITAL INC	ONE PARK PLAZA
3-15-37-35-0010-00030-0010	STATE OF FLORIDA D.O.T.	PO BOX 1249
3-15-37-35-0010-00030-0040	C & J INVESTMENT ENTERPRISES	2550 SE 27TH AVE
3-15-37-35-0010-00030-0070	STATE OF FLORIDA D.O.T.	PO BOX 1249
3-15-37-35-0010-00030-007A	STATE OF FLORIDA D.O.T.	PO BOX 1249
3-15-37-35-0010-00030-0170	HERNANDEZ RICARDO	201 NW 13TH STREET
3-15-37-35-0010-00030-0180	HERNANDEZ RICARDO	201 NW 13TH ST
3-15-37-35-0010-00030-0210	ROBERTSON HERBERT L	PO BOX 1382
3-15-37-35-0010-00030-0250	C & J INVESTMENT ENTERPRISES	2550 SE 27TH AVE
3-15-37-35-0010-00030-0260	C & J INVESTMENT ENTERPRISES	2550 SE 27TH AVE
3-15-37-35-0010-00140-0010	1201 N PARROTT AVE CCV LLC	1206 42ND ST STE 2
3-15-37-35-0010-00140-0070	NEWSUM IVOR L	3100 NW 4TH TERRACE #1
3-15-37-35-0010-00140-0110	HERNANDEZ RICARDO	201 NW 13TH STREET
3-15-37-35-0010-00140-0130	GUSTAFSON FRANK M	207 NW 13TH STREET
3-15-37-35-0010-00140-0140	MILLS CRYSTAL A	209 NW 13TH ST
3-15-37-35-0010-00140-0160	REYNOSO-LOPEZ MOISES G	5853 NW 30TH ST
3-15-37-35-0010-00140-0190	WIGGINS WAYNE J	210 NW 12TH ST
3-15-37-35-0010-00140-0200	NUNEZ ANITA	PO BOX 461
3-15-37-35-0010-00140-0220	CHAVEZ TERESA L	202 NW 12TH ST
3-15-37-35-0010-00140-0230	CHAVEZ ELBIA	112 NW 12TH STREET
3-15-37-35-0010-00140-0240	1201 N PARROTT AVE CCV LLC	1206 42ND ST STE 2
3-15-37-35-0010-00140-0250	1201 N PARROTT AVE CCV LLC	1206 42ND ST STE 2
3-15-37-35-0010-00140-0260	1201 N PARROTT AVE CCV LLC	1206 42ND ST STE 2

- 600ft

Okeechobee County

CITY	STATE	ZIP
NASHVILLE	TN	37203-6527
BARTOW	FL	33831
OKEECHOBEE	FL	34974-6446
BARTOW	FL	33831
BARTOW	FL	33831
OKEECHOBEE	FL	34972
OKEECHOBEE	FL	34972
OKEECHOBEE	FL	34973
OKEECHOBEE	FL	34974-6446
OKEECHOBEE	FL	34974
BROOKLYN	NY	11219-1353
POMPANO BEACH	FL	33064
OKEECHOBEE	FL	34972
OKEECHOBEE	FL	34972-1902
OKEECHOBEE	FL	34972-1902
OKEECHOBEE	FL	34972-8865
OKEECHOBEE	FL	34972
OKEECHOBEE	FL	34973-0461
OKEECHOBEE	FL	34972-2172
OKEECHOBEE	FL	34972
BROOKLYN	NY	11219-1353
BROOKLYN	NY	11219-1353
BROOKLYN	NY	11219-1353

100 FT BUFFER

SUBJECT PARCEL

NW 13TH ST

Petition No. 21-006-R

**Affidavit Attesting to the Completeness and Accuracy
of the List of Surrounding Property Owners**

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of September 11, 2021 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 14 day of September, 2021.

[Signature]
Signature of Applicant

9/14/21
Date

MUHAMMAD NURUDDIN
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of September, 2021, by Muhammad Nuruddin, who is personally known to me or produced _____ as identification.

[Signature]
Notary Public Signature
ROBIN BROCK
MY COMMISSION # GG 287198
EXPIRES: December 27, 2022
Bonded Thru Notary Public Underwriters

Reason for rezoning and special exception applications

Parcel ID 3-15 -37-30 5-0 010-0 0030-0230

The prospective land use of this property is heavy commercial, and the current zoning is residential multifamily (RMF). This property is directly across the street from Auto car shop and next to an existing storage facility. As a result, it will blend in with the surrounding companies and properly.

We intend to have open storage for RVs, boats, and vehicles, as well as maybe under the covered shed. We intend to install an electric outlet for boats and RVs. Okeechobee is in desperate need of a low-cost facility with an outlet to keep boats and RVs in working order. The facility will be surrounded by a protective fence with code entry to get in and out for security reasons. For security, the facility will be encircled by protective fence with code entry to get in and out. For monitoring, a surveillance camera will be installed.

The operation will be carried out remotely or via the internet. At the location, there will be no employee.

I feel the planned project will be a positive addition to Okeechobee and a decent use of the vacant land.

Muhammad Nooruddin

Owner

Site Address: 204 NW 13th Street, Okeechobee, Fl 34972

ORDINANCE NO. 1247

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA RELATING TO THE DEMOLITION OF BLIGHTED STRUCTURES; AMENDING THE CITY CODE OF ORDINANCES AT CHAPTER 30, ARTICLE II “NUISANCE” BY SPECIFICALLY AMENDING SECTION 30-31 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 30-43 “PUBLIC NUISANCES”; SPECIFICALLY AMENDING SECTION 30-74 “RESERVED”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has determined that as many as ten percent of the structures within its jurisdiction pose an imminent threat to the public health, safety, and welfare of its citizens; and,

WHEREAS, City Council has determined that the Chapter 30 of its Code of Ordinances should be amended and updated to provide a procedure for the demolition of blighted and dangerous structures; and,

WHEREAS, the City Council finds that this ordinance promotes the public health, safety and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution.

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

Section 1: Recitals.

The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2:

That the City Council for the City of Okeechobee, Florida amends herein Part II of the Code of Ordinances Chapter 30 - Environment, Article II – Nuisances, Sec. 30-31 – Definitions, to read as follows:

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned property means wrecked or derelict items of property of little inherent value, including junk as defined in this section, that is placed, stored, or abandoned at a public place or right-of-way, or such items of property owned by a private person or business entity, and which are located or placed at a location other than the lands owned or leased by such private individual or business entity.

Accumulate (store, keep, hold, and retain) means the retention or storage of one item, as well as the amassing of more than one item.

Blighted structure means a structure which has deteriorated to such a degree that it impairs the sound growth of the City or impairs the public health, safety, or welfare of the general public.

Dangerous structure means a structure with one or more of the following criteria: (a) a structure that has been declared an unsafe structure by the City’s building official; (b) a structure that has been abandoned for more than one hundred and eighty (180) days; (c) a structure, or a portion thereof, that has been damaged by fire, flood, wind, or other natural phenomena such that the structure poses an a threat to the public health, safety or welfare of the general public or occupant; (d) a structure so

unsanitary that it is unfit for human habitation, or is likely to cause sickness; and (e) a structure, or a portion thereof, as a result of decay, deterioration, or dilapidation is likely to fully or partially collapse.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food items.

Junk means items that include but is not limited to, scrap metal, used tires, and those items such as dismantled or partially dismantled non-operative or discarded machinery, appliances, household items; equipment, motor vehicles, motorcycles, tractors, motors, farm implements, trailers, frames or parts thereof, and used boats and vessels. The intent of the City is to totally ban such items from public view as provided in this article. Accordingly, for purpose of this definition, it is immaterial whether the junk items are claimed to have inherent value; whether such junk is evidenced by a title or certificate or origin; whether it is accumulated for salvage, resale or rehabilitation; or whether the items could eventually be made to be operative. This article shall not prevent authorized garage or yard sales, or displays at permitted non-profit events, or festivals.

Refuse means all putrescible and nonputrescible solid wastes (except bodily waste) including, but not limited to, garbage, rubbish, ash, street cleanings, dead animals, abandoned automobiles, junk, and solid market and industrial wastes.

Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard trash, wood, glass, bedding, crockery and similar materials.

Street advertising means the placement by a business owner, tenant, agent or custodian thereof, of signs or items for display to the general public outside of their building or structure, for advertising purposes on the grounds of the business.

Untended vegetation means grass, weeds or underbrush in excess of 12-inches in height from the ground, dead trees, hedges or any dense growth of trees, vines or other vegetation which tends to create a danger to the public health, safety and welfare by creating a fire hazard; by providing a nesting, breeding or feeding area for insects, rodents, snakes or other species of pest and vermin, or disease bearing organism; or such vegetation impairing the vision of motorists or bicyclists or impeding pedestrians to the extent that traffic and pedestrian safety is impaired; or by adversely affecting the aesthetic appearance to the property upon which the vegetation is located and adjacent properties.

Section 3:

That the City Council for the City of Okeechobee, Florida amends herein Part II of the Code of Ordinances, Chapter 30 - Environment, Article II – Nuisances, Sec. 30-43- Public nuisances, to read as follows:

- (a) "Public nuisance" as defined in this section, means the existence of excessive accumulation of litter or untended vegetation, garbage, weeds, or other dead or living plant life; or places holding stagnant water, and all other objectionable, unsightly or unsanitary matter upon any lot, track of land within the City, whether uncovered or under shelter, to the extent and in the manner that such lot or parcel of land is, or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, including such condition causing or tending to cause disease, or by reason of such a condition, tends to impair the economic welfare of adjacent property; including abandoned or junk property as defined by this article; blighted structures and dangerous structures as defined in this article; unsightly, derelict or unsafe building or structure which may constitute a

hazard to safety, health, welfare or sense of public aesthetics by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

- (b) All nuisances are declared to be a public nuisance and illegal within the municipal boundaries of the City, and shall be removed, corrected, or otherwise satisfied at the direction of the City as provided in this article.
- (c) Any nuisance, except such nuisance as would be determined to be an emergency, existing within the City shall be brought before the ~~Code Enforcement Board~~ Special Magistrate of the City as provided in Florida Statute Chapter (F.S. Ch.) 162. Upon determination by the ~~board~~ Special Magistrate that a nuisance does in fact exist, the landowner or custodian thereof shall take whatever corrective measures as directed by the ~~board~~ Special Magistrate, within the time period provided by the ~~board~~ Special Magistrate. The remedies available to the ~~Code Enforcement Board~~ Special Magistrate, in addition to those set forth in F.S. Ch. 162, shall include the authority to authorize clean up or repair of the property to come into compliance; to recommend suspension or revocation of an ~~occupational license~~ Business Tax Receipt until the property comes into compliance; and such further remedies as provided by law. If the code enforcement officer or other official designated by the City Administer has reason to believe a violation or the condition causing the nuisance presents a serious threat to the public health, safety or welfare, or is irreparable or irreversible in nature, he shall make a reasonable effort to notify the violator, and may immediately notify the ~~Code Enforcement Board~~ Special Magistrate and request a hearing.
- (d) If the owner, agent or person in custody of any property upon which such nuisance should exist, fail, neglect or refuse to comply with the direction of the ~~Code Enforcement Board~~ Special Magistrate within the time provided, and such is verified by the ~~Code Enforcement Officer~~ City Administrator's designated official, and the ~~Code Enforcement Officer~~ City Administrator's designated official confirms that the person responsible was noticed of the ~~board~~ Special Magistrate's action by certified mail, the ~~Code Enforcement Officer~~ City Administrator's designated official is empowered to authorize the property to be cleaned and the nuisance abated by his own agents or authorized contractors. Prior to commencing such abatement, the ~~Code Enforcement Officer~~ City Administrator's designated official shall obtain a reasonable estimate for such abatement and present the estimate to the City Administrator for approval. If in the opinion of the City Administrator the cost of abatement exceeds the reasonable value of the property or is otherwise not warranted, then enforcement of the order of the ~~Code Enforcement Board~~ Special Magistrate may proceed via other available alternatives under law. If abatement is approved, the ~~Code Enforcement Officer~~ City Administrator's designated official, his agents or contractors are authorized to enter upon such property and take whatever remedial measures are necessary to abate the nuisance to comply with the order of the ~~Code Enforcement Board~~ Special Magistrate, and to protect the health, welfare and safety of the citizens of the City. Notwithstanding this procedure, if the City Administrator should determine that the nuisance is in the nature of an emergency or of such an immediate danger or risk to the public as to imminently affect the public health, safety or welfare of the general public, then the City may enter upon such property at any time to take whatever remedial action as is deemed reasonable and necessary to abate the nuisance to ensure the public health and safety. In such instance, the City shall attempt all reasonable means to give the landowner, agent or person in custody of the

property advance notice of the proposed actions of the City, although failure to achieve actual notice shall not prevent such abatement.

- (e) All costs incurred under this section for the abatement of the nuisance, including administrative ~~code enforcement~~ expenses; labor, equipment and material expenses; and any costs reasonably related to the abatement shall be the responsibility of the landowner. The total costs as calculated by the ~~Code Enforcement Officer~~ City Administrator's designated official shall be included in a resolution presented to the City council, who shall levy a special assessment lien against such lot. Such resolution shall describe the landowner, parcel number, legal description of parcel or lot, and provide the total cost assessed. Until payment is made in full, such assessment shall be a legal valid and binding obligation and lien upon the property. The assessment shall become due and payable to the City as of the date of mailing a copy of the resolution by certified mail by the ~~Code Enforcement Officer~~ City Administrator's designated official. Thirty (30) days after mailing, interest shall commence to accrue on the assessment at the rate of 12 percent per annum on any unpaid portion thereof.
- (f) As soon as possible after the assessment has been levied, a certified copy of the resolution shall be recorded in the official records of the county clerk of court. The lien shall become effective as of the date of filing such copy with the clerk of the circuit court.
- (g) The property lien created under the provisions of this article, together with interest thereon, may be enforced by civil action, including foreclosure in the appropriate court in the county. The liens created by this article shall be a first lien equal in dignity and priority to a lien for nonpayment of property taxes, on any property against which an assessment of costs to abate the nuisance has been filed, and shall continue in full force from the date of recording until discharged by satisfaction or foreclosure.
- (h) Notwithstanding the procedures available to the City by this article, the City retains the right and ability to proceed against the lot or parcel for abatement of a nuisance by F.S. Ch. 60, or any other applicable provision of state laws.

SECTION 4:

That the City Council for the City of Okeechobee, Florida amends herein Part II of the Code of Ordinances, Chapter 30 - Environment, Article II – Nuisances, Sec. 30-47- Demolition of blighted and dangerous structures, to read as follows:

- (a) Legislative Intent and findings. The City declares blighted structures and dangerous structures as defined in Section 30-31 to be a public nuisance and subject to regulation. The City pursuant to the authority granted by law is empowered to make regulations and take actions to promote the general health, safety, and welfare of the general public and to present, abate and remove nuisances, including the condemnation, demolition, and clearance of blighted structures and dangerous structures.
- (b) Procedure for Demolition of blighted structures and dangerous structures.
 - (1) Inspection; Initiation of enforcement proceedings. The City Administrator shall designate officials who shall inspect any structure, or portion thereof, to determine if it is a blighted structure or dangerous structure. If the said official determines that the structure, or portion thereof, meets the definition of a blighted structure or dangerous structure, the official shall initiate proceedings to cause the abatement of the public nuisance through condemnation, demolition, and removal.

- (2) Notice of Violation and Order to Demolish. Upon determination that a structure, or portion thereof, is a blighted structure or dangerous structure, the City shall promptly issue a Notice of Violation and Order to Demolish to the property owner of record. The Notice of Violation and Order to Demolish shall contain, but not be limited to, the following:
- a. The street address and legal description of the blighted structure or dangerous structure.
 - b. A statement indicating that the blighted structure or dangerous structure is a public nuisance, with the specific code sections cited and a copy of the statement of conditions leading to that determination.
 - c. A statement indicating the date by which the owner of record must demolish the blighted structure or dangerous structure and a date by which the blighted structure or dangerous structure must be vacated (if applicable).
 - d. A statement advising that if the owner of record does not demolish the blighted structure or dangerous structure, that the City will seek to cause it to be demolished and that demolition and clearance may include the removal and disposal of all associated debris, accessory structures, vehicles, and tangible personal property from the parcel.
 - e. A statement advising that failure to complete the required demolition within the timeframe specified by the City will result in a hearing before the Special Magistrate; the entry of an order authorizing demolition, the imposition of a lien; and/or foreclose on the property itself to recover the fines and costs incurred.
 - f. Further, the Order to Demolish shall contain, at a minimum, language substantially similar to the following:

ORDER TO DEMOLISH STRUCTURE

This structure shall be demolished pursuant to Section 30-47 of the City of Okeechobee's Code of Ordinances. THIS STRUCTURE MUST BE VACATED AND SHALL NOT BE OCCUPIED. Persons inhabiting this structure should vacate immediately, but in no case more than 48 hours after posting of this notice. The owner(s) of this structure shall demolish this structure immediately or the City of Okeechobee may cause the structure to be demolished and cleared at the owner's expense. Demolition and clearance will include all tangible personal property on the site, such as vehicles, appliances, etc. IT IS UNLAWFUL TO REMOVE OR TO MUTILATE THIS NOTICE.

(c) Posting of the Notice of Violation and Order to Demolish.

- (1) In addition to the requirements for the serving and posting of Notices of Violation cited in the City's Code of Ordinances, the Notice of Violation and Order of Demolition shall also be posted at each exit and entrance of the blighted structure or dangerous structure along with a statement advising that the structure is unsafe, and its use or occupancy has been prohibited by the City. Such Notice of Violation and Order of Demolition shall remain posted until the demolition is complete. It shall be unlawful for any person to remove such notice or enter the structure without written permission of the City after the Notice has been posted. It shall be further unlawful for any person to enter the structure for the purpose of demolishing it, or portions thereof, without the necessary permits.

- (2) The Notice of Violation and Order to Demolish shall also be recorded in the Public Records of Okeechobee County, Florida. The recording of same shall constitute constructive notice to any subsequent purchasers, transferees, grantees, mortgagors, mortgagees, lessees, lienors, and all persons having, claiming, or acquiring any legal or equitable interest in the blighted or dangerous structure that the subject of the Order to Demolish.
- (3) Upon the recording of the Notice of Violation and Order to Demolish, no permits regarding the blighted structure or dangerous structure will be issued (except for the necessary permits required for demolition) unless and until authorized by a Special Magistrate or court of competent jurisdiction after appeal, or unless a City official withdraws the Order to Demolish.
- (d) Administrative Hearing Before the Special Magistrate.
- (1) If the blighted structure or dangerous structure has not been demolished by the date established by the City in its Notice of Violation and Order of Demolition, the matter shall proceed to hearing before the Special Magistrate. At the conclusion of the hearing, the Special Magistrate shall issue a Final Order which shall contain findings of fact determining if the Notice of Violation and Order of Demolition is justified and supported by competent substantial evidence along with detailed requirements that the owner of record must comply with.
- (2) If the owner of record is aggrieved by the decision of the Special Magistrate, the owner may appeal the decision to the Courts sitting in the 19th Judicial Circuit within thirty (30) days of the record owner's receipt of the Special Magistrate's Order.
- (3) The Order to Demolish shall automatically become a final order by operation of law in the event that no written appeal of the order is timely filed.
- (4) When an Order to Demolish becomes final, either by operation of law or by judgment or court ruling, the Order to Demolish shall be conspicuously posted on the blighted or dangerous structure.
- (e) Recovery of costs and fines.
- (1) The demolition and clearance by owner of record or by the City in the manner provided for in this Section is deemed to constitute an activity performed for the protection, benefit, and welfare of the general public and also for the benefit of the property itself. As a result, the owner of record shall be responsible for the costs of demolishing and clearing the blighted structure or dangerous structure, whether the owner of record or the City completes the demolition and clearance.
- (2) If it is necessary for the City to demolish a blighted structure or dangerous structure in accordance with this Section, the City may perform the work itself or may contract with an individual, firm, or other legal entity for such services. An invoice shall be submitted to the owner of record for payment of the costs incurred by the City or its contractor. The owner of record shall be required to pay all costs incurred, including any administrative costs, within thirty (30) days of the date of the invoice. It is a violation of this Section to fail to timely pay an invoice.
- (3) If payment is not made by the owner(s) within thirty (30) days of the date of the invoice, the City shall impose a lien/special assessment upon the property for the costs of demolition, clearance, administrative costs, and recording fees. The lien/special assessment shall be of the same priority as liens/special assessments for ad valorem taxes, and as it represents costs expended for the benefit of the property itself, the lien/special

assessment shall be superior to all other encumbrances, whether secured and regardless of priority. Such lien/special assessment shall be duly recorded in the official records of the county and shall accrue interest at the statutory rate from the date of recording. Upon foreclosure of the lien/special assessment, the City shall be entitled to all costs and attorney's fees incurred as a result.

SECTION 5: SEVERABILITY.

If any section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 6: CONFLICT.

All sections or parts of sections of the City of Okeechobee Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

SECTION 7: Inclusion in the Code of Ordinances.

It is the intention of the City Council of the City of Okeechobee, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City of Okeechobee Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

SECTION 8: EFFECTIVE DATE.

This Ordinance shall become effective immediately after its adoption at the second and final City Council Public Hearing

INTRODUCED for First Reading and set for Final Public Hearing on this **21st** day of **December 2021**.

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **18th** day of **January 2022**.

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



MEMORANDUM

TO: Mayor Watford & City Council

DATE: December 13, 2021

THRU: City Administrator Ritter *CR*

FROM: City Clerk/Personnel
Administrator Gamiotea *AG*
& Public Works Director Allen *DA*

SUBJECT: Personal Unpaid Leave
Extension-Request for
Approval

We have an employee who was approved for Family Medical Leave due to a serious, non-work related, health condition and was absent the full 12-weeks beginning September 7, 2021. The FMLA leave ended November 29, 2021. Unfortunately, he is not being released to return to work until January 1, 2022. He has also exhausted all his accrued paid leave while on FMLA. The Employee Policies and Procedures only provides for a Department Head to approve up to two-weeks per calendar year for unpaid leave.

Public Works Director Allen is requesting that the employee be approved to be absent on unpaid personal leave the remainder of the month of December. The employee's health care provider has submitted a Fitness-For-Duty Medical Certification that the employee can return to work as of January 1, 2022. If this is acceptable to the City Council, a motion would be appropriate to approve unpaid personal leave for Greg Whidden from December 20, 2021, through January 2, 2022.

Please call me with any questions.

**PIGGYBACK AGREEMENT
BETWEEN
CITY OF OKEECHOBEE AND
SCOTT'S QUALITY CLEANING, A FLORIDA CORPORATION**

THIS PIGGYBACK AGREEMENT (“Agreement”) is made and entered into between the CITY OF OKEECHOBEE (the “CITY”), a political subdivision of the State of Florida who address is 55 SE 3rd Avenue, Okeechobee, FL 34974, and SCOTT'S QUALITY CLEANING (the “CONTRACTOR”), a Florida corporation, who address is _____ (hereinafter collectively referred to as the “Parties”).

WHEREAS, the CITY desires to procure custodial and cleaning services with and through professionals duly licensed and qualified to provide such services;

WHEREAS, Okeechobee County has entered into an Independent Contractor's Agreement (the “Contract”) with the CONTRACTOR on or about October 26, 2021;

WHEREAS, CONTRACTOR has demonstrated capability to provide the CITY with custodial and cleaning services contemplated by this Agreement;

WHEREAS, the CITY has determined that the Contract with Okeechobee County meets the requirements of the State of Florida and CITY Procurement Code and is an acceptable agreement upon which the County and CONTRACTOR may establish an Agreement;

WHEREAS, the CONTRACTOR agrees to extend the terms, conditions, and pricing of the Contract with the CITY, subject to the terms and conditions of this Agreement; and

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR is in the best interests of the CITY.

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

1. **Recitals.** The above recitals are true and correct and are incorporated into this CITY Agreement by reference.

2. **Scope of services.** CITY hereby retains CONTRACTOR to furnish the services that are described in the Scope of Services which is attached hereto as **Exhibit “A”**, and incorporated herein by reference.

3. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Independent Contractors Agreement entered into with the Okeechobee County shall constitute the terms and conditions of this Agreement. A true and correct copy of the Independent Contractors Agreement is attached hereto as **Exhibit “B”** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit “B”** will be resolved in favor of the body of this Agreement.

4. **Agreement Term and Commencement of Services.** This Agreement has an initial term of three (3) years, beginning January 1, 2022, and ending December 31, 2025, and may be renewed for up to two additional one-year terms, upon agreement of the Parties in writing, unless sooner terminated under the terms of this Agreement.

5. **Payment.** CITY agrees to compensate CONTRACTOR for work actually performed under this Agreement at the rate/basis described in **Exhibit “A”**. The CITY reserves the right to withhold amounts in the event of the non-performance of all or part of the CONTRACTOR’s obligations under this Agreement.

6. **Termination.** This Agreement may be terminated by the CITY in whole or in part at any time with or without cause by the CITY providing CONTRACTOR with written notice not less than third (30) days prior to the date of termination.

7. **Notices.** All notices to the Parties under this Agreement must be in writing and sent via certified mail to City Administrator, City of Okeechobee.

8. **Insurance.** CONTRACTOR must maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

a. The insurance coverage required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
- ii. Commercial General Liability (“CGL”) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
- iv. Fire damage liability shall be included at \$300,000.00.

9. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

10. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

11. **Independent contractor.** CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

12. **Indemnification.** CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy. The indemnification provisions of this paragraph will survive the termination of this Agreement.

13. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

14. **Public records.** CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's records custodian, provide the CITY 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 Chapter 119, or as otherwise provided by law.

- c. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - i. "Public records" is defined in Section 119.011(12), Florida Statutes, as may be, from time to time, amended.
 - ii. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LANE GAMIOTEA, CITY CLERK, 863-763-3372; EMAIL: lgamiotea@cityvofkeechobee.com; MAILING ADDRESS: City of Okeechobee, 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974.**
15. **General Provisions.** The following general provisions apply to this Agreement:
- a. **Entire Agreement.** This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - b. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - c. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
 - d. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY 's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- e. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida, and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement effective the date first written above.

APPROVED this ____ day of _____, 2021, by Scott's Quality Cleaning, a Florida corporation.

Scott's Quality Cleaning, a Florida corporation

By: _____

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**City of Okeechobee, Florida, a municipal
corporation of the State of Florida**

Attest:

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

Lane Gamiotea, CMC, City Clerk

Approved as to Form and Legality for
Okeechobee County:

John J. Fumero, City Attorney



2344 HWY 70 W • Okeechobee, FL. 34974

863-763-0902
Fax: 863-467-8864

November 1, 2021

Scott's Quality Cleaning, LLC
2344 State Road 70 West
Okeechobee, FL 34974

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

Dear City Council,

Scott's Quality Cleaning would like to extend the current contract for cleaning services. The yearly amount will be \$20,659.92 per year or \$1721.66 per month. The renewal shall be for a period of 3 years with the option of 2 additional years beginning January 1, 2022.

We appreciate the opportunity to continue providing quality cleaning services for the City of Okeechobee. Honesty, reliability, and customer satisfaction is the foundation of our business. If you have any questions you may contact me personally at (863)763-0902.

Thank You

A handwritten signature in cursive that reads "Michelle Dawson".

Michelle Dawson
Owner/Manager

CLEANING PROPOSAL

Company: Scott's Quality Cleaning LLC
 Proposed Cost: 20659.92
 Phone: 863-7103-0902
 Signed: _____
 Date: _____

For: City of Okeechobee
 Location: City Hall, FD, PD
 Address: 55 SE 3rd Avenue
 Building Sq. Footage: _____
 Project Manager: _____

Monthly Rate \$ 1721.66

Based on five (5) cleanings per week and TWO (2) FULL TIME ON SITE EMPLOYEES (Monday - Friday)

as needed basis. Will schedule separately each one

AREA/ITEM	WORK DESCRIPTION	FREQUENCY
ALL AREAS		
Entrance		
Floors- ALL	Sweep-Pick up paper/debris	D
Carpet-Rugs	Vacuum-Sweep-Mop-Sanitize	D
Carpet-Rugs	Steam Cleaning w/pre-spot treatment	
Upholstered Furniture	spot clean	
Upholstered Furniture	Steam Cleaning w/pre-spot treatment	
VCT Tile - Floor	spot clean	
VCT Tile - Floor	Buff-Spray Wax	
Ceramic/Porcelain Tile & Grout - Floor	Strip-Wax	
Entrance Doors (Exterior)	Scrub -Clean	
Entrance Doors (Interior)	Clean	D
Window Sills	Clean	W
Doors-Walls-Partitions-Ledges	Wipe down	M
Doors-Frames-Walls	Wipe down	M
Baseboards	Spot clean	M
Steps and Staircases	Dust	M
	Dust and Damp wipe hand rails	D
Elevators	LIFT	
	Sweep and mop, wipe hand rails	D
Chairs-Clocks-Pictures		
Vents	Dust-damp wipe	W
Thresholds		
	Clean-Vacuum	M
Desk (only when occupant clears surface)	Clean and Polish	W
Phones-Tables- Counter tops	Dust-Polish	D
Drinking Fountains	Clean-Polish	D
Walls -Drinking Fountains	Clean -Polish-Sanitize	D
Trash Containers - All	Clean -Polish-Sanitize	D
Mats	Empty-Line-Clean-Sanitize	D
High Dusting	Vacuum (pick up 1 Tum)	D
Windows- All interior including Lobby	Clear spiders and webs	M
	Washing	SA
Ceiling Fans		
Light Switches-Handles	Dust-damp wipe	M
	Clean - Polish	W

RESTROOMS/BREAKROOMS		
Toilets-Sinks-Urinals	Clean-Sanitize-Polish	D
Trash Containers - All	Empty-Line-Clean-Sanitize	D
Dispensers: Soap, Towel, Tissue	Fill and clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D
Partitions-Doors	Damp wipe & spot clean	W
Walls by Sinks/Urinals	Damp wipe-Sanitize	W
Floor Drains	Seal: Clean	M

SPECIAL INSTRUCTIONS/NOTES:

The above cleaning will be performed as noted:

- D) Daily
- W) Weekly
- M) Monthly
- SA) Semi-Annual
- 2XW) Twice a week

Emergency service is required as needed (minimum one (1) hour response).
 Time in which cleaning is to occur must be approved by the building's representative.

Carpet Cleaning provided for .18 per square foot
 Tile Floor Service provided for .28 per square foot
 Ceramic Tile provided for .54 per square foot

Scott's Quality Cleaning – Okeechobee Judicial Center and Historic Courthouse

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is effective the 1st day of October, 2021, by and between **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida (hereinafter the "COUNTY") and **SCOTT'S QUALITY CLEANING**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of custodial services in Okeechobee County and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as ITB for Custodial Services for the Judicial Center & Historic Courthouse County Project No. 2021-16, which satisfies the COUNTY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The COUNTY hereby retains CONTRACTOR to furnish services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the COUNTY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.** This Agreement has a Term of three (3) years, beginning October 1, 2021, and ending September 30, 2024, and may be renewed for up to two (2) additional one (1) year Terms, upon agreement of the parties in writing, unless sooner terminated under the terms of this Agreement.
4. **Payment.**
- a. The COUNTY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Payment and performance guarantee.** When the COUNTY finds the work acceptable under this Agreement, the monthly installment will be paid to CONTRACTOR. CONTRACTOR guarantees the successful performance of the work for the service intended. If the COUNTY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the COUNTY may make an equitable deduction from the contract price, or, in the alternative, the COUNTY may seek damages.
6. **Termination.**
- a. **Termination at Will:** This Agreement may be terminated by the COUNTY in whole or in part at any time without cause by the COUNTY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations

of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the COUNTY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. COUNTY's Project Manager is: Shellie Mitchell.
- c. CONTRACTOR's Project Manager is: Michelle Dawson, Owner/Manager.

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To COUNTY: Okeechobee County Board of County Commissioners, Attention: County Administrator, 304 NW 2nd Street, Okeechobee, Florida 34972;
- b. To CONTRACTOR: Scott's Quality Cleaning, Attention: Michelle Dawson, President, 2344 Hwy. 70 West, Okeechobee, FL 34972.

9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the COUNTY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;

- ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
- iv. Fire damage liability shall be included at \$300,000.00.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the COUNTY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the COUNTY. The COUNTY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the COUNTY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the COUNTY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the COUNTY Project Manager prior to engaging such subcontractor or professional associate.

CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the COUNTY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the COUNTY and is subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the COUNTY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs,

damages, or expenses, including attorney's fees and court costs, incurred by the COUNTY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the COUNTY against any claim that any product purchased or licensed by the COUNTY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the COUNTY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the COUNTY and not considered to be the COUNTY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the COUNTY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the COUNTY to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY 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 Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the COUNTY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by COUNTY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS,**

**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.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the COUNTY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the COUNTY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 CONTRACTOR and persons employed or utilized by CONTRACTOR 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 COUNTY's sovereign immunity.
 - iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) 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"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must 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.
 - v. **Liability Insurance.** Contractor shall 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. CONTRACTOR shall cause the State of Florida 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 State of Florida 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 Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the COUNTY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The COUNTY and the State of Florida 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 COUNTY's or the State of Florida'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 COUNTY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the COUNTY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized COUNTY representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.

12. **Special Provisions.** This Agreement is a non-exclusive contract; the COUNTY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

OKEECHOBEE COUNTY, a political subdivision of the State of Florida


TERRY W. BURROUGHS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

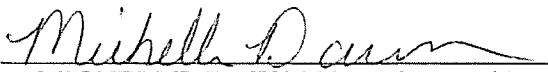
ATTEST:

 (Seal)
JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

Date signed by COUNTY: 10/26/2021

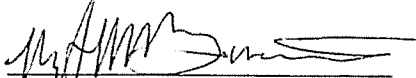


SCOTT'S QUALITY CLEANING, LLC

by 
MICHELLE DAWSON, as its President
and authorized agent

(CORPORATE SEAL)

ATTEST:


Signature

Margaret M Baccino
Print Name

10/21/2021

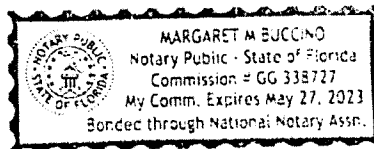


Exhibit "A"

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
 Proposed cost: 22,519.01
 Signed: Michele Dawson
 Phone: 863-763-0902 Date: 8-23-21

For: Okeechobee County
 Location: HISTORIC COURTHOUSE
 Address: 304 NW 2ND ST
 Building Sq. Footage: 20,290
 Project Manager: Deborah Manzo

Based on five (5) cleaning per week (Monday - Friday)

Services Required	Frequency	Services Required	Frequency
AREA/ITEM	WORK DESCRIPTION	AREA/ITEM	WORK DESCRIPTION
RESTROOMS		Entrance	Sweep D
Toilets-Sinks-Urinals	Clean-Sanitize-Polish D	Paper-Debris	Pick-Up D
Trash Containers-All Areas	Empty-Line-Clean-Sanitize D	Doors-Walls-Partitions-Ledges-	Wipe Down W
Dispensers: Soap, Towel, Tissue	Fill and Clean D		Entrance Doors (Exterior)
Glass, Mirrors, Chrome Hardware	Clean & Polish D	Entrance Doors (Interior)-Including Steps and Staircases	Clean W
Floors	Sweep-Damp Mop-Sanitize D	Doors-Frames-Walls	Spot Clean M
Partitions-Doors	Damp Wipe & Spot clean W	Baseboards	Dust M
Walls by Sinks/Urinals	Damp Wipe W	Vending Machines	Damp Wipe M
Floor Drains	Seal: Clean M	Chairs-Clocks-Pictures	Dust-Damp Wipe M
VCT -Tile-Floor	Strip and Wax SA	Vents	Clean-Vacuum M
VCT - Tile-Floor	Buff and Spray Wax M	Upholstered Furniture	Vacuum M
OFFICES, MEETING & STORAGE AREAS		Mats	Vacuum Pick-up 1 turn D
Cement-Terrazzo-Tile	Sweep & Damp Mop D	Drinking Fountains	Clean-Polish-Sanitize D
Ceramic /Porcelain Tile-Floor	Scrub and Clean SA	Kickplates-Thresholds	Clean-Polish D
High Dusting (Ceilings)	Clear spiders and webs W	Light Switches-Handles	Clean-Polish W
Rugs-Carpets	Vacuum D	Push Plates	
Carpet Cleaned and Shampooed	Steam Cleaning w/pre-spot treatment SA	Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish D
Windows-Exterior (1st Fl)	Washing SA	Janitors Storage Area	Clean-Urganize-Restock M
Windows-Interior	Washing SA	Steps and Staircases (8)	Dust W

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

- D) Daily
- W) Weekly
- M) Monthly
- SA) Semi-Annual (Apr. & Oct.)

Emergency service required as needed (minimum one (1) hour response)

Time in which cleaning is to occur must be approved by the building's representative.

Exhibit "A"

Cleaning Proposal

Company: Scott's Quality Cleaning LLC For: Okeechobee County
 Proposed cost: 82,155.34 Location: JUDICIAL CENTER
 Signed: Michelle Dawson Address: 312 NW 3RD ST
 Phone: 863-763-0902 Date: 8-23-21 Building Sq. Footage: 78,900
 Project Manager: Jerry Bryant

Based on five(5) cleanings per week and TWO FULL TIME ON SITE EMPLOYEE (Monday-Friday)

Services Required	Frequency	Services Required	Frequency		
AREA/ITEM	WORK DESCRIPTION	AREA/ITEM	WORK DESCRIPTION		
RESTROOMS / KITCHEN		ALL AREAS			
Toilets-Sinks-Urinals	Clean-Sanitize-Polish	D	Entrance	Sweep -Pick up paper/Debris	D
Trash Containers-All	Empty-Line-Clean-Sanitize	D	Floors	Sweep-Mop-Vacuum	D
Dispensers: Soap, Towel, Tissue	Fill and Clean	D	Entrance Doors (Exterior)	Clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D	Entrance Doors (Interior)	Clean	W
Floors	Sweep-Damp Mop-Sanitize	D	Window Sills		M
Partitions-Doors	Damp Wipe & Spot clean	W	Doors-Walls-Partitions-Ledges-	Wipe Down	M
Walls by Sinks/Urinals	Damp Wipe	W	Doors-Frames-Walls	Spot Clean	M
Floor Drains	Seal: Clean	M	Baseboards	Dust	M
VCT Tile-Floor	Strip and Wax	SA	Steps and Staircases Towers - 1st Fl)	(South) Dust- Sweep and Damp Wipe Hand Rails	W
Ceramic/Porcelain Tile & Grout - Floor	Scurb/ Clean	SA	Steps and Staircases Towers - All Floors)	(All) Dust- Sweep and Damp Wipe Hand Rails	SA
OFFICES, MEETING & STORAGE AREAS		Chairs-Clocks-Pictures		Dust-Damp Wipe	W
Carpet Cleaned and Shampooed	Steam Cleaning w/pre-spot treatment	SA	Vents	Clean-Vacuum	M
Rugs and Carpets	Vacuum	D	Push Plates	Clean and Polish	W
Windows/Atrium-Interior	Washing	SA	Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	D
Mats	Vacuum (pick up 1 Turn)	D			
Janitors Storage Area	Restock	M			

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

- D) Daily
- W) Weekly
- M) Monthly
- SA) Semi-Annual (Apr. & Oct.)

Emergency service required as needed (minimum one (1) hour response.)
 Time in which cleaning is to occur must be approved by the building's representative.

Exhibit "A"

Cleaning Personnel and cost per Sq Ft

1. Judicial Center

No less than 2 Full-Time on Site Employees

Cost per sq ft: 1.04

2. Historical Courthouse

2 Employees

Cost per sq ft: 1.11

We currently have three full time day routes, two full time night routes, and 1 part time night route. The employees that staff these routes are trained on all routes so they are familiar with all facilities that we clean. To insure that all buildings are cleaned every night we also have an on call employee and a supervisor that can cover any position.