



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

SEPTEMBER 3, 2026

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Vice Mayor

Monica Clark

Council Members

Noel Chandler

Bob Jarriel

David McAuley

Exhibit 1	Constitution Week Proclamation
Exhibit 2	August 18, 2026, Minutes
Exhibit 3	General Employees' Retirement System Fund Board of Trustees Appointment Memo
Exhibit 4	Ordinance No. 1331
Exhibit 5	Ordinance No. 1332
Exhibit 6	Right-of-Way Dedication from Park Street Property Owners
Exhibit 7	Florida Department of Agriculture Grant
Exhibit 8	Subordination of City Utility Interest from FDOT
Exhibit 9	Prime Contract Potential Change Order #006 with Proctor Construction
Exhibit 10	Memo regarding the American Legion property for sale
Exhibit 11	City Clerk Application Process Memo

Proclamation

Office of the Mayor City of Okeechobee, Florida

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law;

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention and by request of the Okeechobee Chapter of the Daughters of the American Revolution;

WHEREAS, it is fitting and proper to afford official recognition to this magnificent document and its memorable anniversary, and to urge all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by protecting the freedoms guaranteed to us through this guardian of our liberties, and to honor them with patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor by the City of Okeechobee, Florida, do hereby proclaim the week of **September 17 through 23, 2026**, as "**Constitution Week**" in the City of Okeechobee, Florida.

**In witness whereof, on September 3, 2026, I have
set my hand and caused this seal to be affixed.**

Dowling R. Watford, Jr., Mayor

Attest: _____
Lane Gamiotea, CMC, City Clerk



CITY OF OKEECHOBEE, FLORIDA
AUGUST 18, 2026, REGULAR CITY COUNCIL MEETING
AND BUDGET WORKSHOP FOR FISCAL YEAR 2026-27
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on August 18, 2026, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

II. ATTENDANCE

Deputy City Clerk Katie Rogers called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, Robert "Bob" Jarriel, and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

A. Mayor Watford announced the following modifications to the published agenda: the motion for Consent Agenda item V.A.2. to read "as revised;" withdraw Public Hearing item VI.B.; and add New Business item VII.C., Exhibit 10. Additional documents distributed at the meeting have been added and noted with their items.

B. Council Member Jarriel made a motion, seconded by Council Member McAuley to adopt the agenda as amended.

Motion Carried Unanimously.

C. No comment cards were received for public participation for issues not on the agenda.

IV. PRESENTATIONS

A. Mayor Watford recognized the 12U "O"zone Division 1 Youth Baseball Team as State Champions by presenting the Team with a Certificate of Outstanding Achievement and read into the record as follows: **"The City Council is proud to recognize your dedication, sportsmanship, and team spirit throughout the 2026 season and extend our congratulations on your hard-earned FL Diamond Youth State Championship."** [The "O"Zone Players who were present and recognized were Ryhett Morris, Talan Flores, Griffin Cook, Levi Rodriguez, Keagan Leiva, Remy Luviano, James Gagliardi, Caston Storey, Racey Buckner, Kaleb Crawford, Korbin Koedam, and Cale Ferrell; Coaches present and recognized were Cody Storey, Matt Crawford, and Ireneo "Neyo" Flores. A copy of the certificate presented has been added to **Exhibit 1** of the official Minute File].

V. CONSENT AGENDA

Vice Mayor Clark made a motion, seconded by Council Member Jarriel to:

A. Dispense with the reading and approve the following Minutes:

1. July 29, 2026 [as presented in **Exhibit 2**];
2. August 4, 2026, as revised [and presented in **Exhibit 3**]; and

B. Approve the July 2026 Warrant Register [in the amounts of General Fund, \$770,152.79; Capital Improvement Projects Fund, \$216,157.11; Other Grant Capital Fund, \$198,587.69; Appropriations Grant Fund, \$47,250.00; and Public Facilities Improvement Fund, \$31,980.46, as presented in **Exhibit 4**].

Motion Carried Unanimously.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR LAND DEVELOPMENT REGULATION (LDR) AMENDMENTS AT 6:12 P.M.

A. Motion by Vice Mayor Clark, seconded by Council Member Chandler to read by title only, proposed Ordinance No. 1329, providing for Text Amendments to the LDRs Definitions Section 66-1, Mixed-Use and Residential Planned Unit Developments (PUD-M) and (PUD-R) and their Permitted Uses, Code Sections to be amended are 90-416 through 90-419, and 90-428 through 90-434, as requested in Application No. 25-001-TA submitted by Erin Lees of WGI, Inc on behalf of the Applicant, Edison Real Estate Partners, LLC [as presented in **Exhibit 5**].

Motion Carried Unanimously.

VI. PUBLIC HEARING CONTINUED

- A. Continued. Assistant City Attorney Stephen Conteagüero read into the record the title of proposed Ordinance No. 1329 as follows: **“AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; PROVIDING FOR AMENDMENT TO PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B - LDRS, WITHIN CHAPTER 66 - GENERAL PROVISIONS, SPECIFICALLY AMENDING SECTION 66-1. - DEFINITIONS PROVIDING FOR AMENDMENTS TO CHAPTER 90 - ZONING, ARTICLE III. - DISTRICTS AND DISTRICT REGULATIONS, DIVISION 13. - PUD-R DISTRICT SPECIFICALLY AMENDING SECTIONS 90-416. - GENERALLY, AND 90-417. - PERMITTED USES, RENAMING AND AMENDING SECTION 90-418. - FROM DIMENSIONAL TO DEVELOPMENT STANDARDS, AMENDMENT TO SECTION 90-419(1). - ADDITIONAL REGULATIONS; PROVIDING FURTHER AMENDMENTS TO SAID CHAPTER 90, DIVISION 14. - REGULATIONS APPLICABLE TO ALL PUD-M AND PUD-R DISTRICTS, SPECIFICALLY AMENDING SECTIONS 90-428. - GENERAL DEVELOPMENT REVIEW STANDARDS, 90-429. - PETITION REQUIREMENTS FOR REZONING TO PUD-M OR PUD-R DISTRICT, 90-430. - OTHER REQUIREMENTS AND CONDITIONS, 90-431. - STATUS OF AN APPROVED PUD-M OR PUD-R DEVELOPMENT, 90-432. - REVIEW AND APPROVAL PROCESS FOR REZONING PUD-M AND PUD-R ZONING DISTRICTS, 90-433. - AMENDING AN APPROVED PLANNED DEVELOPMENT AND ADDING SECTION 90-434. - DEVIATIONS, AS SUBMITTED IN LDR TEXT AMENDMENT APPLICATION NO. 25-001-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.”**

Motion by Council Member Chandler, seconded by Council Member McAuley to approve the second reading, and adopt proposed Ordinance No. 1329 [as recommended by the Planning Board and Planning Staff, and based on the findings of facts outlined in the revised Staff Report].

City Planner Ben Smith of Morris-Depew and Associates, 2914 Cleveland AVE, Fort Myers, FL 33901, attending remotely, noted that the revised Ordinance includes the requested change from the first reading. Specifically, Section 3, Code Section 90-418(9) now requires all single family and multi-family dwelling units to be at least 1,000 square feet. He added that this requirement is also defined elsewhere within the Code.

Vice Mayor Clark and Council Member Jarriel expressed concern over eliminating the minimum parcel size and permitting residential structures up to 45-feet in height, without requiring a Special Exception. Planner Smith responded with the following points: Code permits a maximum height of 45-feet in Residential Multiple Family Districts and 30-feet in Residential Single Family-One Districts. He advised against lowering the 45-feet height limit to maintain alignment with State Statutes and Senate Bill 180 (effective October 1, 2027, though currently in litigation), which prohibits municipalities from adopting more restrictive LDRs. He recommended against requiring Special Exceptions for 45-feet heights, clarifying that Special Exceptions apply to property/building uses; whereas Deviations and Variances govern dimensional uses. The City can adopt PUD Development Standards tailored to surrounding neighborhoods and remain protected under Code Section 90-428(2). Proposed PUDs undergo a multi-step review, including Site Plan Review, the Planning Board recommendations, and multiple City Council Public Hearings for Rezoning and Plat Approvals. There were no comments from the public.

Roll Call Vote: Chandler – Yea, Clark – No, Jarriel – No, McAuley – Yea, Watford – Yea.
Motion Carried with Vice Mayor Clark and Council Member Jarriel Voting No.

- B. **ITEM WITHDRAWN FROM AGENDA:** Motion to read by title only, approve the second reading, and adopt proposed Ordinance No. 1328, providing Text Amendments to the LDRs PUD-M and the Permitted Uses, Code Sections to be amended are 90-401 through 90-415, as requested in City initiated Application No. 26-001-TA (**Exhibit 6**). Planning Board and Planning Staff recommend adoption. The item was withdrawn by City Planner Smith. The final Public Hearing for this item will be rescheduled to be held in conjunction with the final Public Hearing for proposed Ordinance No. 1330.

MAYOR WATFORD CLOSED THE PUBLIC HEARING FOR LDR AMENDMENTS AT 6:41 P.M.

VII. NEW BUSINESS

- A. Public Safety Director/County Fire Rescue Chief Justin Hazellief presented the second quarter (April through June 2026) Fire Services update pursuant to the Interlocal Agreement [a seven page report was distributed and added to **Exhibit 7** of the official Minute File]. Call Volume and Service Demand, totaled 342 calls, while Fire Prevention Activity (Inspections), totaled 137. The average incident response time was 4 minutes and 52 seconds, a reduction from 5 minutes in the second quarter of 2025 and 5 minutes and 23 seconds in the first quarter of 2026.

VII. NEW BUSINESS CONTINUED

- A. Continued. Community outreach, public relations, and training events conducted across the first and second quarters totaled 16. Fire Chief Hazellief noted ongoing partnerships with the Army Corp of Engineers, South Florida Water Management District, and the National Weather Service (NWS). He stated that while the current hurricane season is trending below average, the NWS predicts a wetter-than-normal winter for 2026. Pending County approval of the Bass Pro Shops project (anticipated August 20, 2026) Station 2 (Treasure Island) will initially handle emergency responses for the site. Upon execution of a pending agreement with the Okeechobee Utility Authority (OUA), a new Fire Rescue Station will be constructed on State Road 78 to serve as the primary response unit for this area. **This item was for informational purposes only.**
- B. Motion by Council Member Jarriel, seconded by Vice Mayor Clark to adopt a new Drug Free Workplace Policy to include the classification change of medical marijuana and clarification of the definition of mandatory testing positions [as presented in **Exhibit 8**].
Motion Carried Unanimously.
- C. **ITEM ADDED:** Motion by Council Member McAuley, seconded by Vice Mayor Clark to adopt proposed Resolution No. 2026-08, approving the Sale of the East 1.69 acres of Tract A, CITY OF OKEECHOBEE COMMERCE CENTER, Plat Book 7, Pages 10 through 14, Okeechobee County public records located at 850 Northeast (NE) 9th Street (ST), in the amount of \$245,050.00 [as presented in **Exhibit 10**].

Assistant City Attorney Conteagüero read into the record the title of proposed Resolution No. 2026-08 as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FL, AUTHORIZING THE SALE OF CITY-OWNED REAL PROPERTY LOCATED AT 850 NE 9TH ST, OKEECHOBEE, FL, BEING A PORTION OF TRACT "A", CITY OF OKEECHOBEE COMMERCE CENTER, TO CEL & MOR PROPERTIES LLC, AS SUCCESSOR IN INTEREST TO WSF PROPERTIES, LLC; APPROVING AND AUTHORIZING EXECUTION OF A DEED AND ALL RELATED CLOSING DOCUMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**
Motion Carried Unanimously.

VIII. CITY ATTORNEY UPDATE

A copy of the written update, as read by Assistant City Attorney Stephen Conteagüero, was added to the official Minute File, labeled as **Exhibit 11**.

- Prepared Resolution No. 2026-08, which was added to the agenda and adopted.
- Attended remotely and participated in the Code Enforcement Special Magistrate Hearing on August 11, 2026.
- Continuing review of the Public Safety Building Design Build Plans with Proctor Construction. Proctor currently holds the Plans.
- Completed the Building Permit Review Guidelines draft, which is currently undergoing City staff review.
- Drafted an Ordinance to remove the Technical Review Committee from Sunshine Law requirements and submitted it to City staff for review prior to City Council consideration.

IX. CITY ADMINISTRATOR UPDATE

- Due to the absence of Administrator Whitehead, no verbal report was given. Mayor Watford extended condolences to Administrator Whitehead and her family for their recent loss. Then noted the July 2026 Monthly Department Report was distributed prior to the meeting and directed the City Council members to contact Executive Assistant Boer with any questions. A copy of the report was added and labeled as **Exhibit 12** in the official Minute File.

X. COUNCIL COMMENTS

- Council Member Jarriel inquired about the opening timeline for Culver's in Park Street Commerce Center. Mayor Watford stated multiple delays regarding the OUA sewer connection and reassigning the easement, a road dedication, and paving have caused issues. Opening is anticipated in November.
- Council Member McAuley noted the Florida League of Cities (FLC) is taking action regarding Constitutional Amendment 3 and urging municipal officials to inform residents about potential impacts on local municipal services.
- Mayor Watford congratulated Council Members Jarriel and McAuley on their unopposed re-elections and expressed appreciation to citizens for their continued trust in the City Council's leadership.

XI. MAYOR WATFORD RECESSED THE REGULAR MEETING AND OPENED THE FISCAL YEAR (FY) 2026-27 BUDGET WORKSHOP AT 7:11 P.M.

- A. The purpose of the Workshop is to review and discuss the proposed Budget for FY 2026-27, as revised based on the consensus and discussions during the August 4, 2026, Workshop, **Exhibit 9**.

XI. BUDGET WORKSHOP CONTINUED

A. Continued. For the purposes of this Workshop, only the spreadsheet pages of the General Fund, Public Facilities Improvement Fund, and Capital Improvement Projects Fund of the Budget Booklet were provided.

General Fund (pages 1 through 3) provided the detailed line-item breakdown (or source) of the estimated revenues. The Official State revenue figures have still not been released. The sub-totals of each source category are: beginning Fund Balance, \$4,342,502.00; using the lower Millage Rate of 5.8962 generates an estimated \$3,185,005.00 in ad valorem property tax revenue. \$1,035,000.00 from Other Fees and Revenues, \$2,227,250.00 from Intergovernmental Revenues, \$1,846,580.00 from Charges for Services, \$25,300.00 from Fines, Forfeitures, and Penalties, \$350,000.00 Uses of Money and Property, \$79,750.00 from Other Revenues, \$54,400.00 to be transferred from the Capital Improvement Projects Fund (Reserves), and \$350,000.00 to be transferred from the Public Facilities Improvement Fund.

Estimated Expenditures reduced from the August 4, 2026, Budget Workshop now total, \$9,153,285.00. Departmental Budgets (pages 4 to 22) are as follows:

0511-Legislative/City Council, (pages 4 and 5)	Total Personnel:	\$ 81,900.00
	Total Operating:	\$ <u>94,100.00</u>
	FY 2026-27 Proposed Total:	\$ 176,000.00
0512-Executive/Administration (pages 6 and 7)	Total Personnel:	\$ 234,250.00
	Total Operating:	\$ <u>74,200.00</u>
	FY 2026-27 Proposed Total:	\$ 308,450.00
1512-Executive/Human Resources (pages 8 and 9)	Total Personnel:	\$ 84,150.00
	Total Operating:	\$ <u>28,000.00</u>
	FY 2026-27 Proposed Total:	\$ 112,150.00
2512-Executive/City Clerk (pages 10 and 11)	Total Personnel:	\$ 302,900.00
	Total Operating:	\$ <u>84,350.00</u>
	FY 2026-27 Proposed Total:	\$ 387,250.00
0513-Finance (pages 12 and 13)	Total Personnel:	\$ 268,350.00
	Total Operating:	\$ <u>120,550.00</u>
	FY 2026-27 Proposed Total:	\$ 388,900.00
0514-Legal Services (page 14)		
	FY 2026-27 Proposed Total:	\$ 140,950.00
0519-General Services (pages 15 and 16)	Total Personnel:	\$ 232,100.00
	Total Operating:	\$ <u>481,600.00</u>
	FY 2026-27 Proposed Total:	\$ 713,700.00
0521-Police Department (pages 17 and 18)	Total Personnel:	\$ 3,398,980.00
	Total Operating:	\$ <u>614,650.00</u>
	FY 2026-27 Proposed Total:	\$ 4,013,630.00

Personnel costs were reduced based on eliminating the second School Resource Officer position.

0522-Fire and 0529-Public Safety (pages 19 and 20)	Total Personnel (Retirement):	\$ 55,000.00
	Fire Contractual Services:	\$ 928,205.00
	Operating for Public Safety Building:	\$ <u>54,500.00</u>
	FY 2026-27 Proposed Total:	\$ 1,037,705.00

The Fire Contractual Services estimated fee was reduced after being provided by the County.

0541-Public Works (pages 21 and 23)	Total Personnel:	\$ 829,500.00
	Total Operational:	\$ <u>1,045,050.00</u>
	FY 2026-27 Proposed Total:	\$ 1,874,550.00

The **Public Facilities Improvement (Transportation) Fund** (page 23), figures were presented as follows: beginning Fund Balance, \$419,982.00; projected Revenues, \$787,500.00; estimated Expenditures, \$812,500.00; plus \$350,000.00 to be transferred to the General Fund. Fund Balance, \$44,982.00.

XI. FY 2026-27 BUDGET WORKSHOP CONTINUED

A. Continued. The **Capital Improvement Projects Fund** (page 24), figures were presented as follows: beginning Fund Balance, \$2,508,367.00; projected Revenues, \$40,000.00; estimated Expenditures, \$1,355,000.00; plus \$54,400.00 to be transferred to General Fund. Fund Balance, \$1,138,967.00 The Capital Projects earmarked are: \$20,000.00 for the Finance Department; \$50,000.00 for the General Services Department; \$235,000.00 for Law Enforcement; \$25,000.00 for the Public Works Department; \$15,000.00 for Parks; \$10,000.00 for the Tree Program; and \$1,000,000.00 for road infrastructure.

Due to the projected increases in revenues (highlighted in Exhibit 9, pages 1 to 3) and reduction of expenditures, **by majority consensus of the City Council, staff was directed to prepare the FY 2026-27 proposed Budget applying the roll-back millage rate of 5.8321 for consideration at the September 3, 2026, First Budget Hearing.**

XII. MAYOR WATFORD ADJOURNED THE BUDGET WORKSHOP AND RECONVENED IN REGULAR SESSION AT 7:26 P.M.

A. There were no unfinished items or issues from the Budget Workshop requiring official action.

XIII. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:26 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk



MEMORANDUM

TO: Mayor Watford & City Council

DATE: August 25, 2026

FROM: City Clerk Gamiotea *LG*

SUBJECT: General Employees'
Board of Trustees Appointment,
City Resident 2 of 2

In following the Council's procedures, we began advertising for Citizen Board applications to be submitted for the General Employees' Retirement System Board of Trustees on May 5, 2026. We have received one application that meets the position requirements, see attached. Since there is only one applicant, the Citizen Board Appointment Matrix is not needed.

Kindly consider appointing Mr. Anthony Smith to the General Employees' Retirement System Board of Trustees (City Resident 2 of 2), term being September 4, 2026, through December 31, 2028.

Staff recommends appointing Mr. Anthony Smith to the General Employees' Retirement System Board of Trustees.



CITY OF OKEECHOBEE

55 Southeast 3rd Avenue, Okeechobee, Florida 34974 Phone: (863) 763-3372

APPLICATION FOR CITY CITIZEN BOARD/COMMITTEE APPOINTMENT

Please print or type all information. The information from this application will be used by the City Council when considering action on your appointment. The application **MUST BE COMPLETED IN FULL**. Answer "None" "Not Applicable" or "N/A" where appropriate.

CHECK THE BOARD(S) OF INTEREST TO YOU A COPY OF EACH BOARD'S DUTIES, MEETING DATES, AND TIMES ARE ATTACHED

- ☐ Planning Board/Board of Adjustment & Appeals/Design Review Board
- ☐ Okeechobee Utility Authority Board of Directors (City Residents Only)
- ☒ Police Officers' and Firefighters' Pension, or General Employees' Retirement System Board of Trustees
(City Resident Trustee: ☒ OR Fifth Member Trustee: _____)
- ☐ Other: _____

APPLICANT'S FULL NAME:	Anthony Smith						
NAME COMMONLY USED:							
RESIDENCE ADDRESS: Information protected under F.S. 119.071	██████████ Okeechobee, FL 34972						
HOW LONG AT ADDRESS:	Years: <u>3</u> Is this in the City Limits? ☒ Yes ☐ No						
MAILING ADDRESS:	██████████ c/o City Police Department 50 Southeast 2nd Avenue, Okeechobee, FL 34974						
TELEPHONE/CELL:							
EMAIL:	asmith@cityofokeechobee.com						
ARE YOU A US CITIZEN?	☒ Yes ☐ No, explain: _____						
FLORIDA REGISTERED VOTER?	☒ Yes County Registered in: _____ ☐ No						
EDUCATION:	<table><tr><th>High School Name(s) & Location(s)</th><th>Year Graduated</th></tr><tr><td><u>Westwood H.S. Ft. Pierce, FL</u></td><td><u>1987</u></td></tr></table>	High School Name(s) & Location(s)	Year Graduated	<u>Westwood H.S. Ft. Pierce, FL</u>	<u>1987</u>		
High School Name(s) & Location(s)	Year Graduated						
<u>Westwood H.S. Ft. Pierce, FL</u>	<u>1987</u>						
POST SECONDARY EDUCATION:	<table><tr><th>College Name(s)</th><th>Certificate/Degree(s) Awarded</th><th>Date(s) Attended</th></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table>	College Name(s)	Certificate/Degree(s) Awarded	Date(s) Attended	_____	_____	_____
College Name(s)	Certificate/Degree(s) Awarded	Date(s) Attended					
_____	_____	_____					
MILITARY SERVICE:	<table><tr><th>Branch(es)</th><th>Dates of Service</th><th>Discharge Date(s)</th></tr><tr><td><u>Navy</u></td><td><u>1987-1992</u></td><td><u>1992</u></td></tr></table>	Branch(es)	Dates of Service	Discharge Date(s)	<u>Navy</u>	<u>1987-1992</u>	<u>1992</u>
Branch(es)	Dates of Service	Discharge Date(s)					
<u>Navy</u>	<u>1987-1992</u>	<u>1992</u>					
CURRENT OR MOST RECENT EMPLOYER:	City of Okeechobee						
JOB TITLE/DESCRIPTION:	Code Enforcement Officer						
WORK ADDRESS:	50 SE 2nd Avenue, Okeechobee, FL 34974						
WORK TELEPHONE:	863.763.9795						

ARE YOU CURRENTLY EMPLOYED AS: (CHECK ALL THAT APPLY)	☐ General Contractor ☐ Business Person ☐ Architect ☐ Engineer ☐ Sub-Contractor ☐ Realtor ☐ Attorney ☐ Doctor ☐ Surveyor ☐ Lay Person ☐ Urban Planner ☐ Landscape Architect
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Have you ever been appointed to, or do you currently serve on, a citizen or community board for any other agency or government? ☒ **No** ☐ **Yes*, and list:** **If you are currently serving on another Board that the State deems an "office," your application cannot be considered. Each Board will have to be reviewed and verified.*

AGENCY	BOARD NAME	POSITION	DATE(S)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Are you now, or have you ever been, elected or appointed to any public office? ☒ **No** ☐ **Yes, and list:**

LEVEL OF GOVERNMENT	OFFICE TITLE	DATE OF ELECTION	TERM(S)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you work with or have any association with a current member of the board/committee to which you are requesting appointment? ☐ **No** ☒ **Yes, and list:**

NAME OF BOARD/COMMITTEE MEMBER(S)	RELATIONSHIP/ASSOCIATION
<i>Willie Hall</i>	<i>Association</i>
<i>Melissa Honey</i>	<i>Association</i>
_____	_____

Are you related to, or employed by, any City of Okeechobee employees or elected officials? ☒ **No** ☐ **Yes, and list:**

NAME OF EMPLOYEE/ELECTED OFFICIAL	RELATIONSHIP/ASSOCIATION
_____	_____
_____	_____
_____	_____

Have you ever been found to be in violation of Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees? ☒ **No** ☐ **Yes, and list:**

DATE(S)	NATURE OF VIOLATION
_____	_____
_____	_____
_____	_____

Have you ever been convicted of a **FELONY**, plead guilty or no contest, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges? ☒ **No** ☐ **Yes, and list:**

DATE(S)	VIOLATION	CITY AND STATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are you a current or former, the spouse of a current or former, or the child of a current or former sworn or civilian law enforcement personnel, certified firefighter, EMT, paramedic, code enforcement officer, or other covered employee who is exempt from public records disclosure under Florida Statute 119.071? Review list of other covered employees before responding. ☐ No ☒ Yes, and list:

RELATIONSHIP

W. R.

If more space is needed, please attach an additional page.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

THE FOLLOWING INFORMATION IS USED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR MARITAL STATUS. HOWEVER, THE FEDERAL AND STATE GOVERNMENTS REQUIRE THE CITY TO PROVIDE STATISTICS ON THE NUMBER OF WOMEN, MINORITIES, VETERANS, AND DISABLED PERSONS THAT ARE APPOINTED TO BOARDS. INFORMATION WILL BE USED FOR STATISTICAL PURPOSES ONLY AND HAVE NO BEARING ON YOUR APPOINTMENT:

SEX: ☒ MALE ☐ FEMALE

ETHNIC GROUP: ☐ CAUCASIAN ☒ BLACK ☐ SPANISH HERITAGE ☐ NATIVE AMERICAN
☐ ASIAN OR PACIFIC ISLANDER ☐ OTHER (specify): _____

CHECK ALL THAT APPLY: ☒ WARTIME PERIOD VETERAN ☐ DISABLED VETERAN ☐ VIETNAM VETERAN

HANDICAPPED STATUS: ☒ NO ☐ YES, AND LIST THE HANDICAP: _____

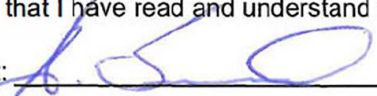
STATEMENT OF APPLICANT: I certify that the answers are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application. I hereby release all companies, schools, or persons from all liability for any damage for issuing this information. I understand that the City may request a copy of my driver's license. I have the right to request that the City completely and accurately disclose to me the contents of any investigation or reports upon request to the Office of the City Clerk. I further understand all information provided becomes a matter of public record.

CERTIFICATION: I understand that falsification, omission, misleading statements, or misrepresentation is cause for rejection of this application. I understand that this application is a Public Record and is subject to the provisions of Florida Statutes Chapter 119.

FINANCIAL DISCLOSURE REPORTING: I understand that should I be appointed to a City of Okeechobee citizen board I am required to complete and file a State of Florida Financial Disclosure Form 1 upon my appointment, annually and a Financial Disclosure Form 1-Final upon my resignation/sunset of term.

PUBLIC RECORDS/OPEN MEETINGS LAWS: I understand and agree that should I be appointed to a citizen board/committee for the City of Okeechobee, I will comply with all State Statutes, Florida Administrative Code, and State Constitution regarding public records, records retention, public record requests, and the open public meeting requirements.

I hereby acknowledge that I have read and understand each of the above statements.

Signature of Applicant:  Date: 8.10.2026

1. The City Code Book Sec. 70-151, 70-171, 70-19170-211 read: "...membership of the board, where possible, shall consist of any of the following: architect, engineer, surveyor, urban planner, landscape architect, general contractor, realtor, business person, and lay persons."

2. Other covered jobs include current or former, their spouse, and children: correctional and correctional probation officers; juvenile probation officers, supervisors, detention superintendents and assistants; Department of Juvenile Justice: detention officers I and II, detention office supervisors, residential officers, residential officer supervisors I and II, counselors and supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors; certain personnel of: the Department of Children and Families; the Department of Health; the Department of Financial Services; and the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; investigators or inspectors of the Department of Business and Professional Regulation; the Office of the Inspector General or internal audit department; justices of the Supreme Court; judges of the district court of appeals, circuit court, and county court; general and special magistrates, judges of compensation claims, administrative law judges of the Divisions of Administrative Hearings, and child support enforcement hearing officers; state attorneys and assistants, statewide prosecutors and assistants; public defenders and assistants, criminal conflict and civil regional counsel and assistants; guardians ad litem; human resource, labor relations, or employee relations directors and assistants, managers or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties; tax collectors; certain impaired practitioners and consultants; [see ' 119.071, Florida Statutes].

PLEASE RETURN COMPLETED APPLICATION TO:
 CITY OF OKEECHOBEE
 OFFICE OF THE CITY CLERK
 55 SE 3RD AVENUE, ROOM 100
 OKEECHOBEE, FLORIDA 34974

CITY CLERK'S OFFICE USE ONLY						
Boards Applicant is appointed to:				Verified State's consideration as an "Office":		
#1 _____				#1 _____		
#2 _____				#2 _____		
#3 _____				#3 _____		
APPOINTED TO:						
CITY COUNCIL MEETING:	INITIAL TERM DATES:	NOTIFICATION SENT:	RE-APPOINTED TERM DATES:	RE-APPOINTMENT NOTIFICATION SENT:	RESIGNED/TERM SUNSET:	CERTIFICATE OF APPRECIATION PRESENTED:

ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING THAT 5.8321 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 5.8321 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 0.00 PERCENT MORE THAN THE ROLL-BACK RATE OF 5.8321 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.001(8)(f), Florida Statutes provides that “voted millage” or “voted levies” means ad valorem taxes in excess of maximum millage amounts authorized by law approved for periods not longer than two (2) years by vote of the electors pursuant to Section 9(b), Article VII of the State Constitution or ad valorem taxes levied for purposes provided in Section 12, Article VII of the State Constitution; and

WHEREAS, Section 200.001(2)(a), Florida Statutes provides that “general municipal millage” shall be that non-voted millage rate set by the governing body; and

WHEREAS, Section 200.065, Florida Statutes governs the adoption and levying of millage rates and provides that the City Council of the City of Okeechobee, Florida (herein after “City”) shall comply with the controlling provisions of Florida law in adoption of any millage rates, including municipal debt service millage, voted millage, and voted levies; and

WHEREAS, Section 200.065, Florida Statutes provides that the City Council as the governing body of the City and as its taxing authority must adopt a resolution or ordinance in order to levy any millage in the manner specifically provided by general law or special act; and

WHEREAS, October 1, 2026, is the commencement of the Fiscal Year for the City, which shall end on September 30, 2027; and

WHEREAS, the City held Public Hearings as required by Section 200.065, Florida Statutes, on September 3, 2026, and September 21, 2026; and

WHEREAS, the City has complied with all other requirements of law.

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

SECTION 1: The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: The ad valorem property tax operating millage rate for municipal purposes is hereby levied on the taxable property within the corporate boundaries of the City for Fiscal Year beginning October 1, 2026, and ending September 30, 2027.

The City Council of the City hereby levies a tax of 5.8321 per thousand-dollar valuation on all real and tangible personal property within the corporate boundaries of the City, provided however, that 5.8321 shall not be levied upon property in the City claimed and allowed as homestead on the general laws of the State of Florida.

SECTION 3: The millage rate adopted is 0.00 percent more than the roll-back of 5.8321 as computed in accordance with Florida Statutes Section 200.065(1).

SECTION 4: That this Ordinance was proposed, considered, and adopted under the provisions of Florida Statutes Chapter 166 and Section 200.065, in conformance with applicable law and the State Constitution.

SECTION 5: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision 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 8: Effective Date. The provisions within this Ordinance shall take effect October 1, 2026.

INTRODUCED for first reading and set for final Public Hearing at the First Budget Public Hearing held on this 3rd day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after second reading and Final Budget Public Hearing held on this 21st day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

ORDINANCE NO. 1332

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Okeechobee, Florida (herein after “City”) adopts a final budget and appropriates funds on an annual basis for the general operation of several departments of the City; and

WHEREAS, the City Council for the City held budget discussions during the regular meeting held on July 21, 2026, regarding City Tax Base and Millage Rate history compared to other Florida municipalities. During the special meeting held on July 29, 2026, regarding the Millage Rate for advertising purposes and the Tentative Budget. Workshops held on August 4, 2026, and August 18, 2026, to discuss the estimated revenues and expenditures in the proposed Budget and tentative Millage Rate. The City held Public Hearings as required on September 3, 2026, and September 21, 2026; and

WHEREAS, Section 166.241, Florida Statutes provides specific requirements to which municipalities must comply with regard to budgets and budget amendments; and

WHEREAS, State law requires that municipal budgets are balanced and adopted annually, and the adoption must be by resolution or ordinance including provisions relating to the methods and timing of budget amendments; and

WHEREAS, the 2026 Tax Assessment roll for the City has been paired, equalized, and certified, showing Total Taxable Value of Real and Personal Property: \$585,221,912.00; and

WHEREAS, the process of the adoption of the annual budget is governed by Chapter 200, Florida Statutes, requiring calculation of the rolled-back tax rate and percentage increase over the rolled-rate, certain Public Notices, Public Hearings, format of required ordinances, and the like.

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

SECTION 1: The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: The City Council of the City, after having held a Public Hearing on the annual Budget, including General Fund, Public Facilities Improvement Fund, Capital Improvement Projects Fund, Other Grant Capital Fund, and Law Enforcement Special Fund, hereby adopts as its annual Budget the expenditures, as fully set forth below, for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027.

GENERAL FUND

Revenues:

Fund Balance	\$ 4,342,502.00
Ad Valorem Taxes, Millage Rate: 5.8321	\$ 3,242,419.00
Other Fees	\$ 1,035,000.00
Intergovernmental Revenue	\$ 2,274,236.00
Charges for Current Services	\$ 1,846,580.00
Fines, Forfeitures and Penalties	\$ 25,300.00
Uses of Money and Property	\$ 350,000.00
Other Revenues	\$ 79,750.00
TOTAL REVENUES	\$ 13,195,787.00
Transfer-In from Public Facilities Improvement Fund	\$ 300,000.00
TOTAL REVENUES AND TRANSFERS	\$ 13,495,787.00

GENERAL FUND CONTINUED**Expenditures:**

Legislative	\$ 176,000.00
Executive	\$ 308,450.00
Human Resources	\$ 112,150.00
City Clerk	\$ 387,250.00
Financial Services	\$ 388,900.00
Legal Counsel	\$ 140,950.00
General Services	\$ 713,700.00
Law Enforcement	\$ 4,013,630.00
Fire Protection and Public Safety	\$ 1,037,705.00
Road and Street Facilities	\$ 1,874,550.00

TOTAL EXPENDITURES **\$ 9,153,285.00**

GENERAL FUND BALANCE **\$ 4,342,502.00**

PUBLIC FACILITIES IMPROVEMENT FUND**Revenues:**

Fund Balance	\$ 419,982.00
Revenues	\$ 787,500.00

TOTAL REVENUES **\$ 1,207,482.00**

Expenditures:

TOTAL EXPENDITURES **\$ 812,500.00**

Transfer-Out to General Fund **\$ 300,000.00**

TOTAL EXPENDITURES AND TRANSFERS **\$ 1,112,500.00**

PUBLIC FACILITIES IMPROVEMENT FUND BALANCE **\$ 94,982.00**

CAPITAL IMPROVEMENT PROJECTS FUND**Revenues:**

Fund Balance	\$ 2,508,367.00
Revenues	\$ 40,000.00

TOTAL REVENUES **\$ 2,548,367.00**

Expenditures:

TOTAL EXPENDITURES **\$ 1,355,000.00**

CAPITAL IMPROVEMENT PROJECTS FUND BALANCE **\$ 1,193,367.00**

OTHER GRANT CAPITAL FUND**Revenues:**

Fund Balance	\$ 0.00
Revenues	\$ 1,971,515.00

TOTAL REVENUES **\$ 1,971,515.00**

Expenditures:

TOTAL EXPENDITURES **\$ 1,971,515.00**

OTHER GRANT CAPITAL FUND BALANCE **\$ 0.00**

LAW ENFORCEMENT SPECIAL FUND**Revenues:**

Fund Balance	\$ 12,900.00
Revenues	\$ 1,000.00

TOTAL REVENUES **\$ 13,900.00**

Expenditures:

TOTAL EXPENDITURES **\$ 6,000.00**

LAW ENFORCEMENT SPECIAL FUND BALANCE **\$ 7,900.00**

SECTION 3: That this Ordinance was proposed, considered, and adopted under the provisions of Chapter 166 and 200.065 Florida Statutes.

SECTION 4: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

SECTION 5: The City Administrator, through the Finance Director, is hereby authorized and directed to disburse monies for the purpose of meeting the expenses and expenditures of the City as appropriated.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision 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 8: Effective Date. This Ordinance shall be effective October 1, 2026.

INTRODUCED for first reading and set for final Public Hearing at this First Budget Public Hearing held on this 3rd day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after second reading and Final Budget Public Hearing held on this 21st day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.



CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL 34974
Phone: 863.763.9814
www.cityofokeechobee.com
Office of the City Clerk

Exhibit 6
09/03/2026

CITY COUNCIL REGULAR MEETING AGENDA ITEM

SUBJECT: Right-of-Way Deed Dedication for Park Street Commerce Center
DATE: August 25, 2026
FROM: Lane Gamiotea, City Clerk

BACKGROUND:

The City Council approved the Plat and Dedication for Park Street Commerce Center, Plat Book 8, Page 91, Okeechobee County Public Records and the Master Development Agreement (including Amendment Nos. 1 and 2). The following was denoted within the Plat: "The Roadway Tract as shown hereon, is designated for future dedication to the public, for ingress, egress, utilities, drainage, and other purposes not inconsistent with this Dedication and Reservation and obligation of the City of Okeechobee, Okeechobee County, Florida upon Dedication (at a later date). . ."

This 0.386± acres is the tract of land that will create the West half of Northeast (NE) 13th Avenue (AVE) lying North of NE 3rd Street, to the end of the subdivision. See attached survey, subject property is shown in solid red. The area in solid blue was included in the dedication of the Plat, identified as "Tract B." The other portions of NE 13th AVE were previously dedicated to the City by Price Addition subdivision and a Right-of-Way (ROW) dedication from the County.

This document was provided by the developer's attorney to the City Attorney for legal review and requested it be executed by the City once they provided two additional recorded deeds.

ATTACHMENTS:

1. Unexecuted ROW Deed of Dedication
2. Survey of subject property

THIS INSTRUMENT PREPARED BY
William Gibbs, Esq.
Orr, Cook, Fix & Stewart, PLLC
Bank of America Tower
50 N Laura Street, Suite 2800
Jacksonville, FL 32202

AND RETURN TO:
City of Okeechobee, City Clerk's Office
55 SE 3rd Avenue
Okeechobee, FL 34974

Parcel Tax ID No.: 3-15-37-35-0030-00000-0RT0

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**RIGHT-OF-WAY DEED OF DEDICATION
(City of Okeechobee)**

This Right-of-Way Deed of Dedication, executed this ____ day of _____, 2026, by **PARK STREET PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose post office address is 603 East Fort King Street, Ocala, FL 34471, hereinafter referred to as GRANTOR, to the **CITY OF OKEECHOBEE**, a municipal corporation of the State of Florida, whose post office address is 55 SE 3rd Avenue, Okeechobee, FL 34974, hereinafter referred to as GRANTEE.

Wherever used herein the terms "GRANTOR" and "GRANTEE" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so permits or requires.

Witnesseth, that the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby convey, remise, quit-claim, and dedicate unto the GRANTEE, for public right-of-way, utility, and drainage purposes, forever, all title, right(s), interest(s), claim(s), and demand(s) which the GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Okeechobee, State of Florida, to wit:

As legally described in Exhibit "A" attached hereto

Subject to that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Park Street Commerce Center recorded at Official Records File # 2024002893 of the Public Records of Okeechobee County, Florida, and all other matters of record;

To have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the use, benefit and behoof of the GRANTEE forever, subject to the foregoing matters.

{Signature page follows}

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

Signed, Sealed, and Delivered
In the Presence of:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

GRANTOR:

**PARK STREET PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: _____
Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2026 by _____, as _____ of Park Street Property Owners Association, Inc., a Florida not-for-profit corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

[NOTARIAL SEAL]

Notary Public, State Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

THE ABOVE RIGHT-OF-WAY DEDICATION is accepted for public use by City Council for the City of Okeechobee, Florida.

CITY OF OKEECHOBEE, FLORIDA, a Florida
municipal corporation

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

Date: September 3, 2026

REVIEWED FOR LEGAL SUFFICIENCY:

ATTEST:

By: _____
Stephen Conteagüero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

Lane Gamiotea, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF OKEECHOBEE

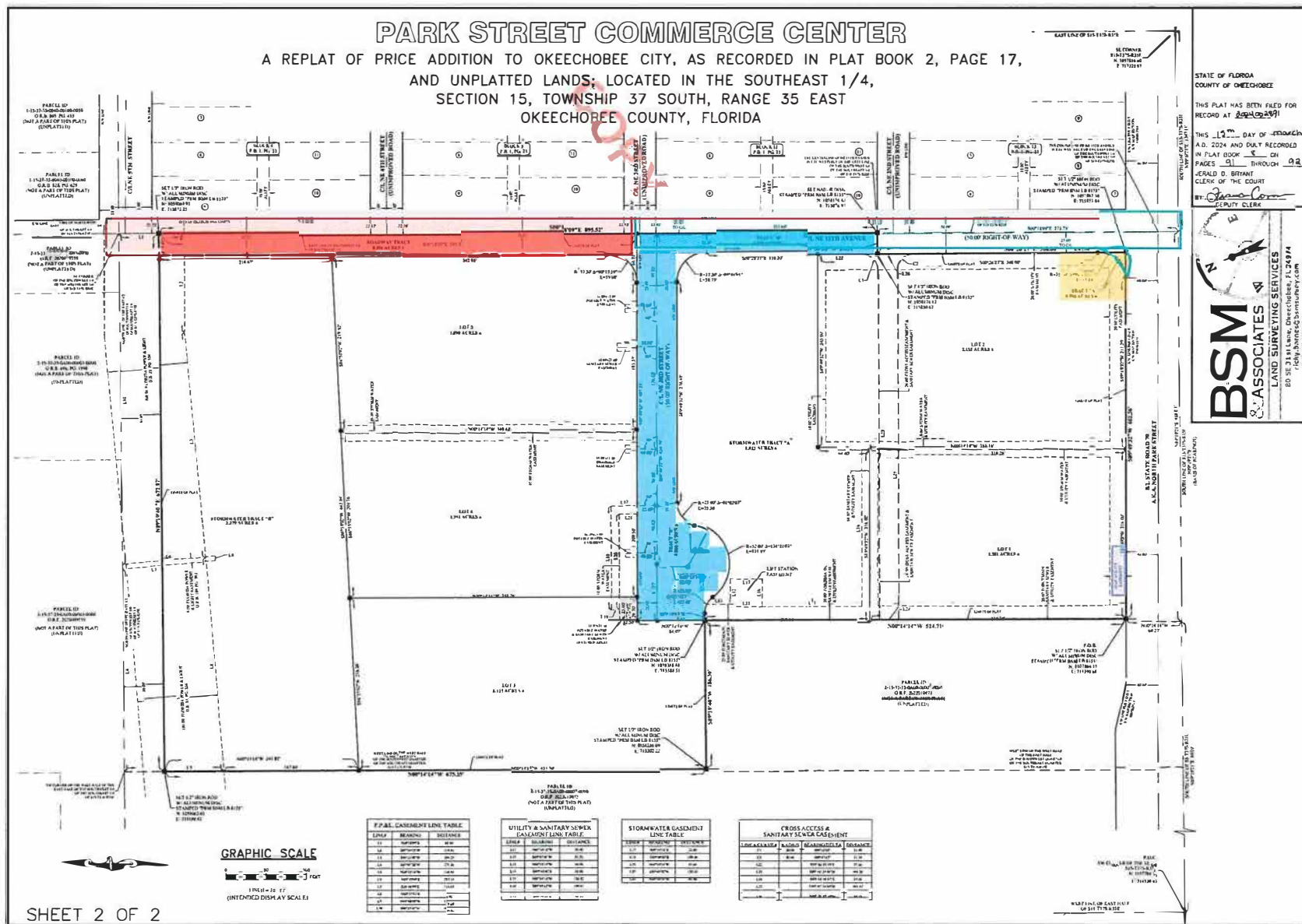
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by Dowling R. Watford, Jr., as Mayor and Lane Gamiotea as City Clerk of the City of Okeechobee, a Florida municipal corporation, on behalf of the City of Okeechobee. They ☐ are personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____

EXHIBIT “A”

“Property”

Roadway Tract, identified as 0.386± acres and located along the East Boundary Line of Lot 5 and Stormwater Tract “B”, Park Street Commerce Center, according to the Plat thereof, as recorded in Plat Book 8, Page 91, of the Public Records of Okeechobee County, Florida.



Solid Red is the 0.386+/- acre "Roadway Tract"

Solid Blue was dedicated in the original Plat, PB 8, Pg 91.



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Okeechobee, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated, January 23, 2026, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$22,500.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
 - a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
 - b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
 - c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 30th day of September, 2027 (Term).
2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

- a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.
- b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

- a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.
- b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.
- b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.
- c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

- d. The payment request packet is downloadable from <https://forms.fdacs.gov/02019.pdf>.
- e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. \$22,500.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.
- g. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.
- d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.
 - (1) The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder. Reimbursement request form with required backup documentation.
 - (2) Final Report – brief paragraph on letterhead or form FDACS-02018 summarizing what was accomplished with the grant funding.
 - (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
 - (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
 - (5) Certification of Acceptance executed by a Florida Forest Service official.
 - (6) An iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree

Design is an easy to use and free program that can be found at <https://design.itreetools.org/>.

- e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80
- b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

- a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.
- b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

- a. The Subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service."
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.

- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.
- f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

- 1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.
- 2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- 3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.
2. The Subrecipient must have documented procurement procedures.
3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from <https://forms.fdacs.gov/02018.pdf>.
2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.
3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.
5. The Recipient will give 48 hours' notice of any on site review.
6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.
- b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

- a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.
- b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:
 - (1) Keep and maintain public records required by the Recipient to perform the service.
 - (2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.
 - (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 the contract period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.
 - (4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.
- c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other

material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

- d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

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

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

- 1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.

2. Termination

- a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.
- b. The Recipient may suspend or terminate this Agreement if the Subrecipient:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

- (2) Fails to timely fulfill its obligations under the Agreement;
- (3) Improperly or illegally uses funds provided under this Agreement; or
- (4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.
2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions
 - a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
 - b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
 - c. Audit provisions are not required for a Subrecipient who is an individual.
 - d. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
 - e. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
 - f. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.
2. Basis for Determining Federal Awards Expended
 - a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.
- b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.
- b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.
- c. The Subrecipient shall promptly follow up and take corrective action on audit findings.
- d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

- c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.
- e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.
- c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.
- e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://www.fac.gov/>.
- f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

- 1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.
- 2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold

harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.
4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.
7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.
9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.
11. The Subrecipient will comply with section 20.055, F.S.
12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.
14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.
15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.
16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.
18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.
19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

The Grant Manager for the Subrecipient is Gary Ritter and is located at 55 SE 3rd Avenue, Okeechobee, Florida, 34974.

Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.
2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](https://forms.fdacs.gov/01324.pdf) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](https://forms.fdacs.gov/01317.pdf) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.
3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.
4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.
5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-009 and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.664, Cooperative Forestry Assistance.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

SUBRECIPIENT

Joey B. Hicks
Signature

Signature

Director of Administration
Title

Mayor
Title

8/13/2026
Date

Date

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Stephen Conteaguero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A			2. Subrecipient FEIN: 596000393																										
3. Subrecipient Legal Name: City of Okeechobee																													
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.																													
Performance Measures																													
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures																								
1	1	Project Coordination and Site Verification	Conduct site visits; coordinate volunteers; develop site plan.	\$0	Tree quantities and layout for each location will be finalized, and volunteer teams will be organized.																								
1	2	Tree Selection and Procurement, Site Preparation, and Tree Installation	Select and procure 69 trees of four different species; prepare site areas; install 69 trees at seven separate sites.	\$30,000	Sixty-nine trees will be successfully planted at seven locations.																								
1	3	Initial Establishment & Maintenance	Provide 60 days of initial watering and establishment care.	\$0	Sixty days of watering and monitoring will be provided.																								
Describe in detail the activity or work to be conducted.																													
Okeechobee Urban Tree Planting & Canopy Restoration Initiative The City of Okeechobee will implement a targeted urban tree planting project to improve stormwater performance, restore canopy loss, and strengthen community resilience following Hurricane Ian. The City will procure professional services and materials in accordance with applicable procurement requirements and will oversee all project activities to ensure compliance with FDACS grant guidelines. Task 1: Project Coordination & Site Verification - Conduct site visits at all seven planting locations to confirm planting areas, spacing, soil conditions, visibility, and public safety considerations. - Identify and mark underground utilities through Sunshine 811 prior to installation. - Finalize tree quantities and layout for each location in coordination with City staff and local partners. Timeline: 1 month Cost: \$0 Task 2: Tree Selection & Procurement, Site Preparation, and Tree Installation Tree Selection & Procurement - Select 69 trees of the following four types of species: <table border="1"><thead><tr><th>Tree Name (Species)</th><th>Quantity</th><th>Amount per Tree</th><th>Total Amount</th></tr></thead><tbody><tr><td>Live Oak tree (Quercus virginiana)</td><td>17</td><td>\$500</td><td>\$8,500</td></tr><tr><td>Magnolia tree (Magnolia grandiflora)</td><td>17</td><td>\$500</td><td>\$8,500</td></tr><tr><td>Sugar Maple (Acer saccharum)</td><td>17</td><td>\$500</td><td>\$8,500</td></tr><tr><td>Sweetgum tree (Liquidambar)</td><td>18</td><td>\$250</td><td>\$4,500</td></tr><tr><td>Total</td><td>69</td><td></td><td>\$30,000</td></tr></tbody></table>						Tree Name (Species)	Quantity	Amount per Tree	Total Amount	Live Oak tree (Quercus virginiana)	17	\$500	\$8,500	Magnolia tree (Magnolia grandiflora)	17	\$500	\$8,500	Sugar Maple (Acer saccharum)	17	\$500	\$8,500	Sweetgum tree (Liquidambar)	18	\$250	\$4,500	Total	69		\$30,000
Tree Name (Species)	Quantity	Amount per Tree	Total Amount																										
Live Oak tree (Quercus virginiana)	17	\$500	\$8,500																										
Magnolia tree (Magnolia grandiflora)	17	\$500	\$8,500																										
Sugar Maple (Acer saccharum)	17	\$500	\$8,500																										
Sweetgum tree (Liquidambar)	18	\$250	\$4,500																										
Total	69		\$30,000																										

Site Preparation

- Prepare planting areas by removing debris, weeds, or obstructions.
- Loosen soil and amend planting areas as needed to support healthy root establishment.
- Verify spacing to accommodate mature tree growth and minimize conflicts with sidewalks, roadways, utilities, and sightlines.
- Install needed irrigation.
- Dig 69 holes for the trees to be planted.

Tree Installation

- Install a total of 69 trees at approved locations throughout the City, including street medians, City Hall, Centennial Park, and City Green Space. All trees will be planted in accordance with ISA best management practices to ensure proper establishment and long-term survivability. Installation will include correct planting depth, mulching, and staking where necessary, along with protective measures to prevent damage from vehicular or pedestrian traffic.
- Tree installation will occur at the following seven locations:
 1. Seven (7) trees at City Hall, 55 SE 3rd Street
 2. Twelve (12) trees at City Hall Park, 55 SE 3rd Street
 3. Twelve (12) trees in the medians along SW 3rd Street, from SW 5th Avenue to SW 2nd Avenue
 4. Six (6) trees in the medians on SW 5th Avenue between SW 4th Street and SW 6th Street
 5. Twelve (12) trees in the medians along SW 6th Street east of SW 5th Avenue to SW 2nd Avenue
 6. Ten (10) trees at Centennial Park, 701 SE 6th Ave
 7. Ten (10) trees at City Green Space between SE 8th and 9th Streets

Timeline: 8 months

Cost: \$30,000

Task 3: Initial Establishment & Maintenance

- Provide 60 days of initial watering and establishment care following installation.
- Replace any trees that fail during the establishment period in accordance with grant requirements.
- Coordinate with City staff and local partners to ensure long-term maintenance plans are in place beyond the grant period.

Timeline: 2 months

Cost: \$0

Total Project

Timeline: 11 months

Total Budget: \$30,000

CF-HIR Funds: \$22,500

Matching Funds: \$7,500

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A					2. Subrecipient FEIN: 596000393	
3. Subrecipient Legal Name: City of Okeechobee						
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget	Match Dollars
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel (if authorized)	\$0	\$0	\$0	\$0	\$0	\$0
Equipment (if authorized)	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual (if authorized)	\$0	\$0	\$0	\$30,000	\$30,000	\$7,500
Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$0	\$0	\$0	\$30,000	\$30,000	\$7,500
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Amount	\$0	\$0	\$0	\$30,000	\$30,000	\$7,500



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Dowling R. Watford Jr.

Mayor

FDACS# 34275

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE



CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL 34974
Phone: 863.763.9814
www.cityofokeechobee.com
Office of the City Clerk

Exhibit 8
09/03/2026

CITY COUNCIL REGULAR MEETING AGENDA ITEM

SUBJECT: FDOT request for Subordination of City Utility Interests related to Ordinance No. 1147
DATE: August 25, 2026
FROM: Lane Gamiotea, City Clerk

BACKGROUND:

The Florida Department of Transportation (FDOT) requested the execution of a "Subordination of City Utility Interests" Agreement by September 15, 2026. This request came via mail from Mike Little, Utility Subordination Coordinator, shortly after FDOT's land acquisition appraiser visited and requested public records for Blocks 1 and 2 (Plat Book 5, Page 5, Okeechobee County Public Records) regarding the SR 710 Bypass project. Under Ordinance No. 1147 which vacated east-west alleyways in Blocks 1 and 2, as well as the portion of NE 3rd Avenue between NE 13th and 14th Streets, the City retained a non-exclusive perpetual easement.

Before bringing this item to the City Council, staff sent all related materials, including the FDOT Agreement, the records provided to the appraiser, and additional relevant documents from the City Clerk's Office to the City Attorney for legal review.

ATTACHMENTS:

1. Unexecuted Subordination Agreement
2. 710-Bypass Project Right-of-Way Map, Sheets 5 and 6

23-UTL.04-05/09

Date: February 6, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 4193443
PARCEL 104.2
SECTION 91060-000
STATE ROAD 710
COUNTY Okeechobee

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and CITY OF OKEECHOBEE, Utility Agency Organization, hereinafter called the Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Ordinance No. 1147	12-13-16	City of Okeechobee, Florida	City of Okeechobee	OR 783 PG 1923

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

_____(SEAL)

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Legibly Print/Type Name

By: _____
District Secretary/Designee for
District One

*Witness Mailing Address:

Post Office Box 1249

Post Office Box 1249

Bartow, Florida 33831-1249

Bartow, Florida 33831-1249

Legal Review:

_____(SEAL)

Department Attorney

Legibly Print/Type Name

*Witness Mailing Address:

Post Office Box 1249

Bartow, Florida 33831-1249

**In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.*

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____ of _____, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Name: _____ Notary Public in and for the County and State last aforesaid. My Commission Expires: _____ Serial No., if any: _____

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Mayor
Name: Dowling R. Watford, Jr.

ATTEST: _____(SEAL)
Its City Clerk
Name: Lane Gamio tea

Grantor(s)' Mailing Address:

City of Okeechobee
Attention City Clerk
55 SE 3rd Avenue

Okeechobee, FL 34974

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20____, by Dowline R. Watford, Jr._____, Mayor, who is personally known to me or who has produced _____ as identification; and by Lane Gamio tea, City Clerk, who is personally known to me or who has produced _____ as identification.

Name:

Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

F.P. NO. 4193443

SECTION 91060-000

PARCEL 104

RIGHT OF WAY

A) Those portions of Lots 1 thru 4, Block 1, and that portion of Cherokee Street also known as East 3rd Avenue (vacated per Official Records Book 783, Page 1923 and with reservations, released per Official Records Book 787, Page 1387, Public Records of Okeechobee County, Florida) and Lots 1 thru 10, Block 2, and that portion of a 15' vacated alley (vacated per Official Records Book 808, Page 924, Public Records of Okeechobee County, Florida), Okeechobee, a subdivision lying in Sections 15 and 16, Township 37 South, Range 35 East, as per plat thereof recorded in Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

Being described as follows:

Commence at the northeast corner of said Section 16; thence along the north line of said Section 16, South 89°43'38" West a distance of 401.62 feet to the survey baseline of State Road 15 (US 441); thence along said survey baseline South 00°09'27" East a distance of 73.39 feet; thence North 89°45'35" East a distance of 200.78 feet to the intersection of the south existing right of way line of Twentieth Street (per said plat) and the center line of said 15' vacated alley for a POINT OF BEGINNING; thence along said south existing right of way line and the north line of said Lots 1 thru 10, Block 2, and the north line of the east 1/2 of said 15' vacated alley and the north line of said Lots 1 thru 4, Block 1 and the north line of said Cherokee Street, continue North 89°45'35" East a distance of 790.23 feet to the northeast corner of said Lot 1, Block 1; thence along the east line of said Lot 1, South 00°09'50" East a distance of 113.15 feet to the beginning of a curve having a radius of 800.00 feet; thence along the arc of said curve to the right a distance of 243.49 feet through a central angle of 17°26'18" with a chord bearing South 81°02'14" West and a chord distance of 242.55 feet across a portion of said Cherokee Street and to the end of said curve; thence continue across a portion of said Cherokee Street and along the south line of said Lots 1 thru 10, Block 2, South 89°45'23" West a distance of 550.51 feet to said center line of 15' vacated alley; thence along said center line North 00°10'20" West a distance of 149.96 feet to the POINT OF BEGINNING.

Containing 2.653 acres

ALSO

EXHIBIT "A"

Page 5 of 6 for Parcel 104.2

B) Those portions of Lots 1 thru 8, Block 1, and that portion of a 15' vacated alley (vacated per Official Records Book 783, Page 1923, with reservations, released per Official Records Book 787, Page 1387, Public Records of Okeechobee County, Florida), Okeechobee, a subdivision lying in Section 15, Township 37 South, Range 35 East, as per plat thereof recorded in Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

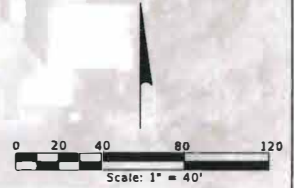
Being described as follows:

Commence at the northwest corner of said Section 15; thence along the north line of said Section 15, North 89°22'48" East a distance of 589.39 feet; thence South 00°09'50" East a distance of 77.53 feet to the south existing right of way line of Twentieth Street (per said plat) and the northeast corner of said Lot 1; thence along the east line of said Lot 1, continue South 00°09'50" East a distance of 113.15 feet to a point on the east line of said Lot 1 for a POINT OF BEGINNING; thence along the east line of said Lots 1 and 8 and the east line of said 15' vacated alley, continue South 00°09'50" East a distance of 202.39 feet to the southeast corner of said Lot 8; thence along the south line of said Lots 5 thru 8, South 89°54'16" West a distance of 200.16 feet to the southwest corner of said Lot 5; thence along the west line of said Lots 4 and 5, and the west line of said 15' vacated alley North 00°09'36" West a distance of 166.09 feet to the beginning of a curve having a radius of 800.00 feet; thence along the arc of said curve to the left a distance of 203.92 feet through a central angle of 14°36'17" with a chord bearing North 79°37'14" East and a chord distance of 203.37 feet to the end of said curve and to the POINT OF BEGINNING.

Containing 35,996 square feet.

Legal Description Approved by
Wilfredo A. Alfonzo P.S.M. #7107
On February 5, 2025

SEE SHEET 24



SECTIONS 9, 10, 15 AND 16, TOWNSHIP 37 SOUTH, RANGE 35 EAST

SEE SHEET 24

DATE OF AERIAL PHOTOGRAPHY: MARCH 5, 2013

SR 710 (RE-ALIGNMENT) SURVEY B

SECTION 9

SECTION 10

SECTION 15

SECTION 16

CITY OF OKEECHOBEE

SR 15 (US 441)

SR 710 (RE-ALIGNMENT) SURVEY B

SEE SHEET 23

SEE SHEET 6

SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
THIS MAP IS NOT A SURVEY

FROM: SR 15 (US 441)
TO: L-63 NORTH CANAL

DATE OF AERIAL PHOTOGRAPHY: MARCH 5, 2013

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY _____ DATE _____
SEE SHEET 1 FOR SIGNATURE AND DATE _____

FOR DISTRICT SECRETARY _____

REVISION		BY	DATE	REV SEC NUMBER	CEM	03/24/2026	BY	DATE
				REV ALIGNMENT, P 106	J.MCGEE	03/06/24		
				VOID P. 106B, REV P 106A	WAA	09/13/19	PRELIM	G. JONES 4/18/14
				ADD SIGNATURE BLOCK NOTE	WAA	08/23/19		
				REV. P. 102, 103 & 104A	WAA	08/23/19	FINAL	J. MCGEE 3/6/24
				REVISION	BY	DATE	CHECKED	D.S.O.A. 3/6/24

FA PROJ NO. N/A
STATE ROAD NO. 710

SEE SHEET ONE FOR LEGEND
AND GENERAL NOTES
THIS MAP IS NOT A SURVEY

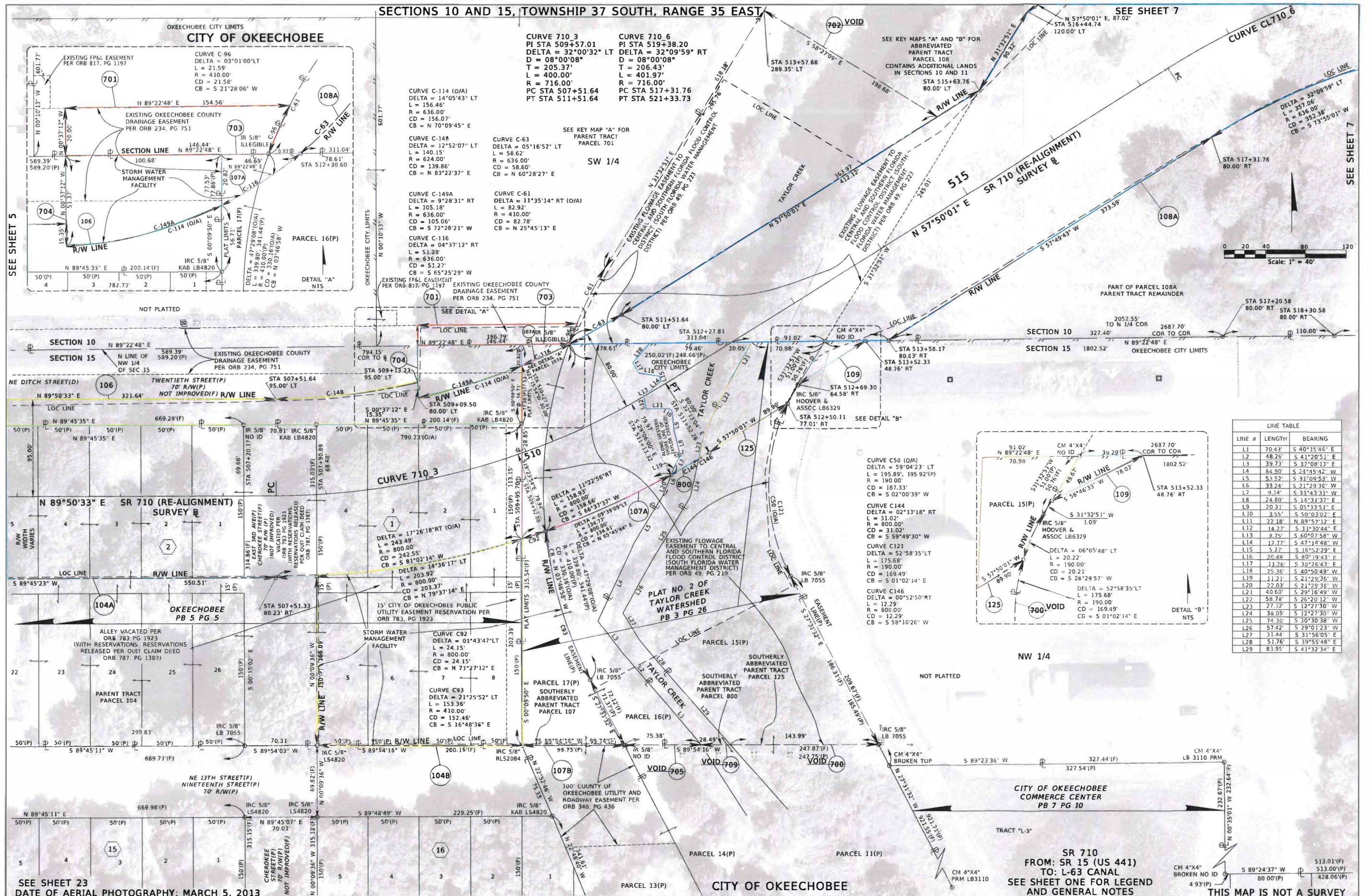
SECTION 91060-000

OKEECHOBEE COUNTY

SR 710
FROM: SR 15 (US 441)
TO: L-63 NORTH CANAL

MAPS PREPARED BY: McKIM & CREED, INC. 551 NORTH CATTLEMAN RD. STE 106 SARASOTA, FL 34232 941-379-3404	DATA SOURCE: SEE SHEET ONE SCALE: 1" = 40'
LP 7917	SHEET 5
FP ID 419344-3	

SECTIONS 10 AND 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST,





CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-9812
www.cityofokeechobee.com
Office of the City Administrator

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Vice Mayor Monica Clark
Noel Chandler
Bob Jarriel
David McAuley

City Council Regular Meeting Agenda Item

Subject: Prime Contract Potential Change Order #006

Date: September 3, 2026

From: Denise Whitehead, City Administrator

Financial Impact: none

Background:

Proctor has submitted Potential change Order (PCO) #006: CE #OS-01 – Door Panic Hardware to reallocate unused funds from Stucco Patch and Repair to purchase Door Panic Hardware for two new doors installed at City Hall and Conduit Covers. This PCO only transfers unused funds from one portion of the project to another. The total cost of the project remains the same.

The cost of the Door Panic Hardware is \$5650.00, and the cost of the additional Conduit Covers is \$490.00. The allowance fund transfer to cover these costs is \$6,130.00.

The City Administrator recommends the City Council authorize the Mayor execute PCO #006: CE #OS-01 – Door Panic Hardware in the amount of \$6,130.00.



PCO #006

Proctor Construction Company LLC
2050 US-1 # 200
Vero Beach, Florida 32960
Phone: (772) 234-8164

Project: T-OKCITYHALL - CITY HALL RESILIENCY HARDENING
PROJECT
55 SE 3RD AVE
OKEECHOBEE, Florida 34974

Prime Contract Potential Change Order #006: CE #OS-01 - Door Panic Hardware

TO:	FROM:	Proctor Construction Company, LLC 2050 Hwy US-1, Suite 200 Vero Beach, Florida 32960
PCO NUMBER/REVISION: 006 / 0	CONTRACT:	1 - Standard Project Template-Proctor Construction Co. Prime Contract
REQUEST RECEIVED FROM:	CREATED BY:	Josh Biles (Proctor Construction Company, LLC)
LOCATION:	CREATED DATE:	8/25/2026
SCHEDULE IMPACT:		
	TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #OS-01 - Door Panic Hardware

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #OS-01 - Door Panic Hardware

*Provide and install Owner requested, surface mounted, Exit Devices at exterior doors 102 and 106.

*Provide and install metal covers for exposed piping at various locations, including southeast patio ceiling, as requested by Owner.

ATTACHMENTS:

[Rack'd Shroud Cover COR-Owner.pdf](#) , [_COR 003 American Add \(2\) Panic Devices 8.18.26.pdf](#)

#	Cost Code	Description	Type	Amount
1	08-4313 - ALUMINUM FRAMED STOREFRO	Exit Devices	Subcontract	\$5,650.00
2	26-0000 - ELECTRICAL	Conduit Covers	Allowance	\$480.00
3	09-2423 - CEMENT STUCCO	Allowance Fund Transfer To Cover Cost	Allowance	\$(6,130.00)
			Grand Total:	\$0.00

This Potential Change Order Request includes but is not limited to, the following qualifications and/or clarifications:

1. Work specifically outlined within the summary as further described herein.
2. No additional building permit costs have been included for these changes to the contract. Proctor Construction Company, LLC shall not be held responsible for proceeding with changes prior to the building department review if applicable.
3. This proposal is figured on performing said work during normal working hours.

If you have any questions regarding this Potential Change Order Request, please call me at your earliest convenience.

Please sign below signifying approval to proceed with the above stated scope of work.

Project Manager: Check document and initial: _____

City Of Okeechobee
55 SE 3rd Ave.
Okeechobee, FL 34974

Proctor Construction Company, LLC
2050 Hwy US-1, Suite 200
Vero Beach, Florida 32960

SIGNATURE **DATE**

SIGNATURE **DATE**

08/18/26

Change Order Proposal to
Proctor Construction Company
2050 US-1, Suite 200
Vero Beach, FL 32960

Project: Okeechobee City Hall
55 Southeast 3rd Avenue
Okeechobee, FL 34974

1. **Adds Surface Mount Panic Device to Doors 102 and 106.**

Installation of Von Duprin 7827EO Series Surface Mount Panic Device – Aged Bronze Finish. Note: Panic Hardware finish may differ slightly from existing frame finish. *This is a Exit Only Device when panic is not in Dogged Position.* Existing exterior handle and Lock/Key Cylinder to remain.

Change Order Total = \$ 5,650.00

Price includes: material and installation.

Excludes: All exterior trim options, electromechanical options, electric connections, weatherized and CA code Options.

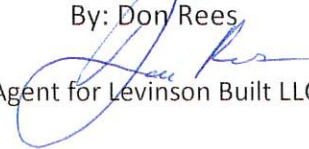
Product Description for panic device (5 pages) attached.

The above quoted price shall be held for a period of 30 days from the date of quote.

Acceptance of proposal will be through separate contract from Proctor Construction Co.

Respectfully Submitted

By: Don Rees



Agent for Levinson Built LLC

78 Series

Exit Device



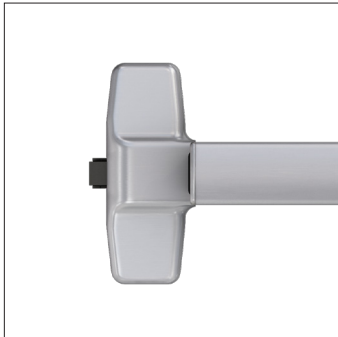
OVERVIEW

Mid-Priced, But Beyond Expectations

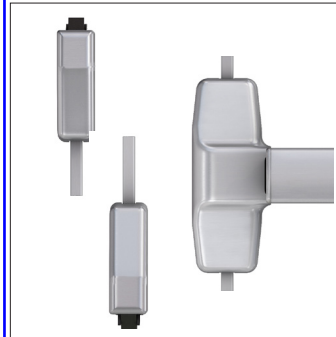
Enjoy the quality and trust you expect from Von Duprin at a mid-price option. Von Duprin 70 Series exit devices provide reliable performance and peace of mind for applications like warehouse, industrial, office, multifamily, retail, and commercial real estate spaces. The 78 series device is a wide-stile device available in a wide range of device types, lever designs, options, and finishes.

Von Duprin's 70 Series also can be configured with the Quiet Electric Latch Retraction (QEL) option, which provides electronic control of an exit device where limited operational noise is desired. Plus, quick shipping is an option for time-sensitive projects.

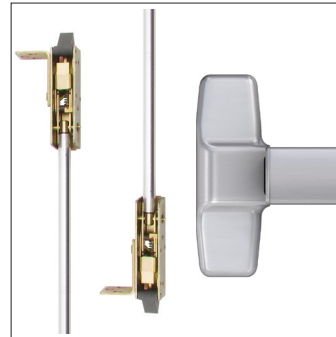
DEVICE TYPES



Rim device



27 Surface mounted vertical rod device



47 Concealed vertical rod device,
5/8" throw
5/8" top, 1-1/2" bottom throw

FINISHES



605
Bright Brass



606
Satin Brass



612
Satin Bronze



619
Satin Nickel



625
Bright Chrome



626
Satin Chrome



628
Aluminum, Clear
Anodized



630
Satin Stainless



643e
Aged Bronze



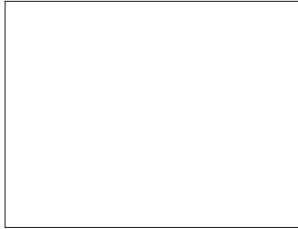
710
Dark Brown,
Anodized



711
Matte Black

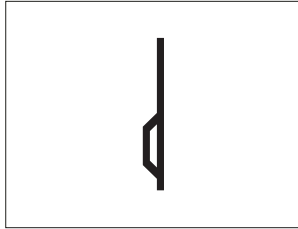
Due to the many variations in monitors and printers, color samples may appear different than the physical product. Contact your local sales representative for a physical color sample.

TRIM FUNCTIONS



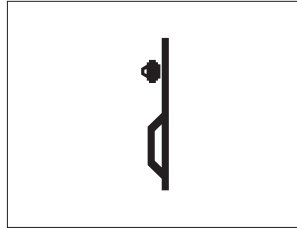
EO
No outside Trim

- Exit only



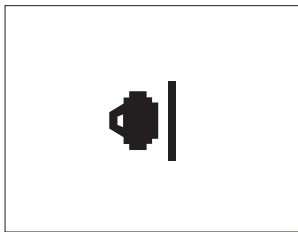
DT
Dummy Trim

- Pull when dogged (not recommended for fire device)



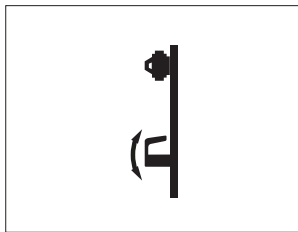
NL
Night latch

- Key retracts latch bolt
- Rim cylinder



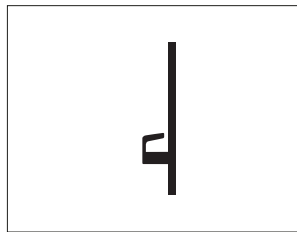
NLOP
Night latch

- Key retracts latch bolt, pull required
- Rim cylinder



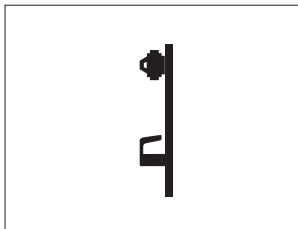
L
Lever

- Key locks and unlocks
- 1-1/4" mortise cylinder
- Handed, reversible lever
- Electrified lever operation available



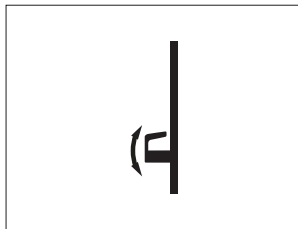
LDT
Lever, dummy trim

- Pull when dogged



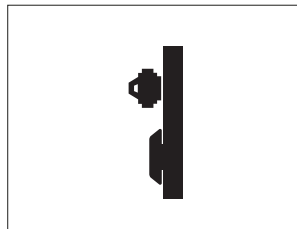
LNL
Lever, night latch

- Key retracts latch bolt
- 1-1/4" mortise cylinder
- Handed, reversible lever



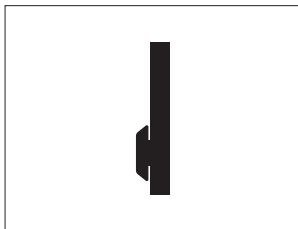
LBE
Lever, blank escutcheon

- Always operable (no cylinder)



TL
Turn lever

- Key locks and unlocks (use with DT trim)
- 1-1/4" mortise cylinder



TLBE
Turn lever, blank escutcheon

- Blank escutcheon always operable (no cylinder, use with DT trim)

ELECTROMECHANICAL OPTIONS

Switches	
LX	Latch bolt Monitoring • Signals use of an opening • SPDT switch to monitor latch bolt • 2 A maximum @ 24VDC; below 50 mA @ 24VDC for low current option
RX	Request to Exit • Signals use of an opening • SPDT switch to monitor pushpad • 2 A maximum @ 24VDC; below 50 mA @ 24VDC for low current option
Miscellaneous	
ALK	Alarm Exit Kit • Unauthorized opening triggers 85-decibel horn • Set in armed or disarmed mode by key • Assembly includes both a 24VDC input and external inhibit
CON	Allegion Connect • Common connectors to connect various door hardware all the way to the power supply
E-780L	Electric Locking and Unlocking Trim • Remains latched while unlocked • Voltage: 24VDC (Continuous Duty) • Current: 0.4 amps
Latch Retraction	
QEL	Quiet Electric Latch Retraction • Bolt retraction via switch • Converts exit door to push-pull operation • Voltage: 24VDC • Current: 1.0 A inrush (0.5 sec.) / 0.14 A holding

MECHANICAL OPTIONS

Dogging	
CD	Cylinder dogging, panic only
HD	Hex dogging, panic only
LD	Less dogging
QEL	QEL options available
Weatherized	
WH	Weep Holes • Drainage (weep) holes in mechanism case
California Code	
AX	Accessible Device • UL certified to meet new 5 lb. maximum operating force requirement • Exceeds ANSI/BHMA requirements

DEVICE OPTIONS MATRIX

Matrix shows available options per device type, but does not represent compatibility across multiple options.

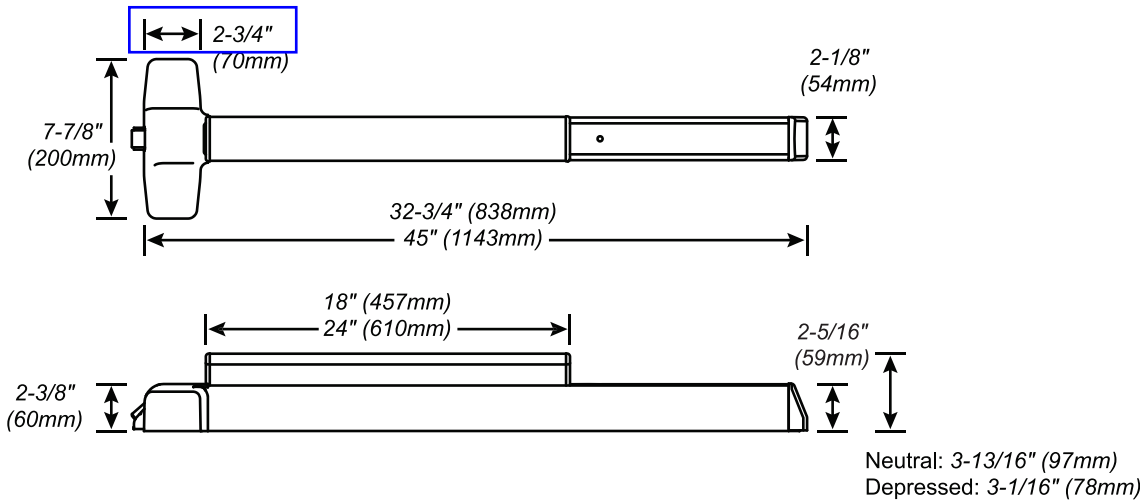
	Mechanical Options							E-Options					
	CD	HD	LD	WH	AX	LBR	F-LBR/ AFL	LX	RX	QEL	ALK	CON	E-TRIM
78-R	•	•	•	•	•			•	•	•	•	•	•
78-R-F				•	•			•	•	•	•	•	•
7827	•	•	•	•	•	•		•	•	•	•	•	•
7827-F				•	•		•	•	•	•	•	•	•
7847	•	•	•	•		•		•	•	•	•	•	•
7847-F				•			•	•	•	•	•	•	•
7847WDC	•	•	•	•		•		•	•	•	•	•	•
7847WDC-F				•			•	•	•	•	•	•	•

LBR

SPECIFICATIONS

Accessibility	- Force to depress push pad - AX device: 5 lbs - Standard device: 15 lbs - Push pad projection - Neutral: 3-13/16" (97mm) - Depressed: 3-1/16" (78mm)
Certifications/Approvals	All Von Duprin 78 exit devices are ANSI/BHMA Certified. Please refer to the BHMA Certified Products Directory for specific listings.
Mounting Height	39-13/16" (1011mm) 39-11/16" (1008mm) with mullion
Warranty	36 months from the date of placing the product in operation

DIMENSIONS



COMMERCIAL

Rack'D Roofing & Construction
P.O Box 1513,
CCC1334800 CGC1538132
Fort Pierce, FL 34954
(772) 801-5492
License Numbers
CCC1334800
CGC1538132

Sales Representative
Ryan Crum
(772) 828-1079
ryan@rackdrc.com



Proctor Construction
Job #1715 - Okeechobee City Hall
55 Southeast 3rd Avenue
Okeechobee, FL 34974

Estimate #	15725
Date	8/24/2026



Item	Description	Qty	Price
Line set covers	Add cable covers on porch with a 45 degree cover in 26 gauge mill finish steel	1.00	\$480.00
Tile Roof Repair	Replace up to 6 broken tiles with attic stock tiles	1.00	\$150.00
	Replace repair dmaged bird stop		

Sub Total	\$630.00
Total	\$630.00

COMMERCIAL TEMP



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-9812
www.cityofokeechobee.com
Office of the City Administrator

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Vice Mayor Monica Clark
Noel Chandler
Bob Jarriel
David McAuley

City Council Regular Meeting Agenda Item

Subject: Availability of American Legion Property

Date: September 3, 2026

From: Denise Whitehead, City Administrator

Background:

It has been brought to the attention to City staff that the property directly to the south of City Hall, known as American Legion Post 64, 501 SE 2nd Street, Parcel ID 3-21-37-35-0020-02530-0020 (34753) is available for purchase. The City has had a strong partnership with the American Legion in the past using the property for overflow parking and other activities. The property totals 3.946 acres which includes two connected buildings (6,450 SF and 9,686 SF) recently used as a social club and community event hall, as well as a storage building (2,400 SF).

The current owner of the property is the American Legion Post 64, and, although they have not provided an asking price, they have stated a desire to “work with the City” on an acceptable price. The American Legion is also interested in an arrangement with the City to continue use of a portion of the buildings if the City elects to purchase the property.

The City Administrator recommends the City Council discuss the opportunity to purchase the property and provide direction to staff.

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2026 Preliminary Values
updated: 8/20/2026

Parcel: 3-21-37-35-0020-02530-0020 (34753)

Owner & Property Info

Result: 1 of 0

Owner	AMERICAN LEGION POST 64 501 SE 2ND STREET OKEECHOBEE, FL 34974		
Site	501 SE 2ND ST OKEECHOBEE		
Description*	1ST ADDITION TO CITY OF OKEECHOBEE LOTS 2 3 4 5 6 BLOCK 253 AND BEG AT INTERSECTION OF HIAWASSEE & 7TH ST RUN E ON N BDRY OF 7TH ST 200 FT TO SE COR OF LOT 6 BLK 253, THENCE N 0N DIVIDING LINE BETWEEN LOTS 6 & 7 OF BLOCK 263, EXTENDED TO S PAKR ST, W O ...more>>>		
Area	3.946 AC	S/T/R	21-37-35
Use Code**	CLUBS/LODGES/HALLS (7700)	Tax District	50 - Okeechobee (within City limits)
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.			

Property & Assessment Values

2025 Certified Values		2026 Preliminary Values	
Mkt Land	\$515,700	Mkt Land	\$541,485
Ag Land	\$0	Ag Land	\$0
Building	\$827,416	Building	\$742,152
XFOB	\$25,028	XFOB	\$23,651
Just	\$1,368,144	Just	\$1,307,288
Class	\$0	Class	\$0
Appraised	\$1,368,144	Appraised	\$1,307,288
SOH/10% Cap	\$122,311	SOH/10% Cap	\$0
Assessed	\$1,245,833	Assessed	\$1,307,288
Exempt	33 \$1,245,833	Exempt	33 \$1,307,288
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

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

Sales History

Show Similar Sales within 1/2 mile Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
NONE						

Building Characteristics

Bldg Sketch	Description	Eff Year Blt	Base SF	Actual SF	Bldg Value
Sketch	REST LOUNG (5601)	1999	6450	6990	\$364,396
Sketch	CLUB HOUSE (6900)	1970	9686	9686	\$296,616
Sketch	WAREH BLDG (8400)	1988	2400	2400	\$81,140

NOTE: The Building Characteristics shown here are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
CONC B	COM SLB WLK	1994	\$1,062	363.00	0 x 0	PD (65%)
ASPH 2	COM SLB WLK	1991	\$4,066	2204.00	0 x 0	PD (50%)
CONC B	COM SLB WLK	1999	\$819	260.00	0 x 0	PD (70%)
CONC B	COM SLB WLK	1994	\$3,295	1046.00	0 x 0	PD (70%)
CONC B	COM SLB WLK	1994	\$1,478	657.00	0 x 0	PD (50%)
OFA	OPN FLR MTL	1997	\$1,161	120.00	0 x 0	PD (70%)
MFA N3	MTL FLR MTL	0	\$2,654	88.00	8 x 11	PD (70%)
OFA	OPN FLR MTL	0	\$619	64.00	8 x 8	PD (70%)
OFA	OPN FLR MTL	0	\$348	36.00	6 x 6	PD (70%)
OFA	OPN FLR MTL	1997	\$1,741	180.00	15 x 12	PD (70%)
ODA	OPN DRT AL	0	\$598	165.00	11 x 15	PD (70%)
LCM1	LGHT C MER	1997	\$1,103	1.00	0 x 0	PD (70%)
LNQ1	LGHT QURZ	1997	\$4,322	14.00	0 x 0	PD (70%)
LN11	LGHT INCD	2010	\$321	2.00	0 x 0	PD (85%)
CONC I	BUMPERS	2013	\$64	3.00	0 x 0	PD (85%)

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
067EP3	SIDE STREET (MKT)	171,900.000 SF (3.946 AC)	1.0000/1.0000 1.0000/ /	\$3 /SF	\$541,485

Search Result: 1 of 0

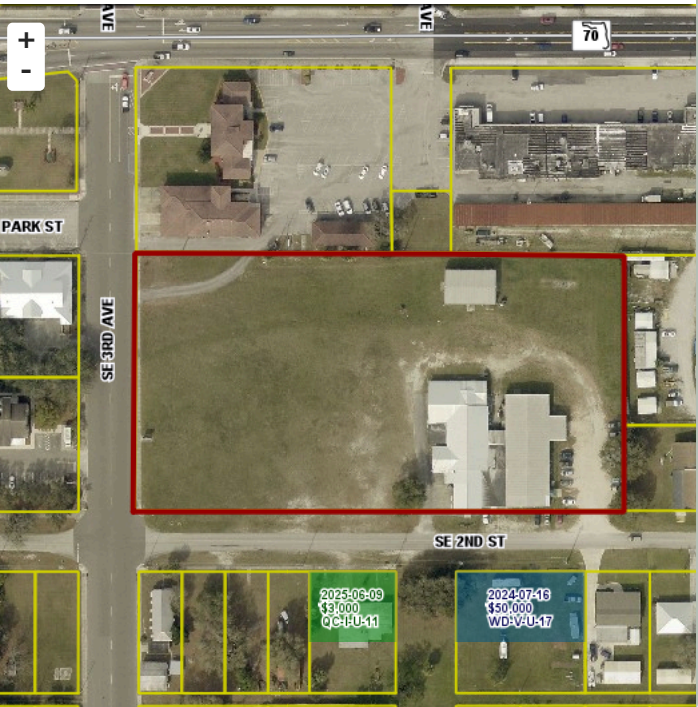
© Okeechobee County Property Appraiser | Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Okeechobee County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 8/20/2026 and may not reflect the data currently on file at our office.

Aerial Viewer Pictometry Google Maps

2025 2024 2023 2022 2021 Sales





MEMORANDUM

TO: Mayor Watford, Vice Mayor Clark,
and Council Members

DATE: September 3, 2026

FROM: Denise Whitehead

SUBJECT: City Clerk Recruitment Process

To recruit for the position of City Clerk there are several items that need to be addressed.

1. Job Description: The current job description for City Clerk is attached and labeled as Exhibit A. Please review and consider any needed amendments. Key points from the job description are as follows:
 - a. **Appointed Charter Officer:** Appointed by and generally supervised by City Council.
 - b. **Department Head:** Oversees Clerk's Office operations, personnel, budget and policies.
 - c. **Council Support:** Attends Council meetings and prepares/maintains official minutes and records.
 - d. **Records Custodian:** Responsible for official City records, documents, maps and City seal.
 - e. **Election Coordinator:** Coordinates City elections and administers oaths of office.
 - f. **Legal/Statutory Duties:** Performs duties required by the Charter, ordinances, resolutions and state law.
 - g. **Qualifications:** High school diploma required; Notary and municipal clerk certification required within specified timeframes.
2. Salary Range: The position of City Clerk is assigned to Pay Grade 109. It is recommended that the advertised pay range is \$63,369.21 - \$71,290.37. The pay grades are attached, labeled as Exhibit B, for review.
3. Internal/External posting: The Council can elect to post this position internally and/or externally. Please direct staff on the desire of the council to post internally for a period of time, post both internally and externally, or externally only.
4. Timelines:
 - a. Example:
 - i. Position posted October 1
 - ii. posting closes October 30

- iii. Applications reviewed and provided to council November 10
 - iv. Interviews scheduled end of November
 - v. Anticipated start date end of December/beginning January
5. The City Administrator's office will coordinate the recruitment process for this Council Appointed position.



Exhibit A

CITY OF OKEECHOBEE

JOB DESCRIPTION

AN EQUAL OPPORTUNITY EMPLOYER

POSITION TITLE: CITY CLERK

Department:	City Clerk's Office	Type:	Appointed, Full-Time
Supervised By:	City Council (in general)	Annual Salary:	
Supervision Duties:	None	Opening Date:	
FLSA Status:	Exempt	Closing Date:	

The job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job. The duties and physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

NATURE OF WORK

This is a highly responsible executive position as a Charter Officer of the City, appointed by the City Council, and serves as the corporation's (the City) secretary. Is responsible for all operations of the Department and administrative duties including personnel management and staffing, budgeting and fiscal management, and development of policies. Work is performed with independence, discretion, and latitude in interpreting and applying policies, rules, regulations, and statutes. Provides professional assistance and coordinates activities with other City Departments and outside agencies in areas of expertise; fosters cooperative working relationships with citizen groups and other agencies. Maintains all official records and recording actions of the City Council. Coordinates all City elections.

1. ESSENTIAL FUNCTIONS:

A. Administrative:

1. Performs and oversees Department planning and develops the outline of work to be done.
2. Establishes methods for accomplishing departmental short and long-range goals and daily objectives; ensure departmental goals and objectives are consistent and compatible with those set by the City.
3. Maintains regular contact and fosters constructive and productive working relationships with other officials of the City, other municipalities, County, State and Federal agencies, professional and technical groups, community organizations, and the public in connection with Department activities and services.
4. Prepares Department annual operating and capital improvement budgets, submits budget requests, and maintains proper controls of adopted Department budget; performs financial and economic analysis necessary for effective program operation and fiscal management.
5. Monitors intergovernmental actions affecting the Department and act as necessary to sustain and enhance the ability of the Department to meet the needs of the community.
6. Files, maintains, and indexes all City original documents, this includes but is not limited to minutes of all boards and committees, ordinances (including associated application and petition files for comprehensive plan text amendments, future land use map amendments, land development regulations amendments, and/or rezonings), resolutions, contracts, agreements, leases, liens, deeds, subdivision developments, annexations, petitions, use of streets/alleys licenses, special exceptions, and variances.
7. Custodian of official City Maps (zoning, future land use, and subdivisions). Ensures that maps are updated as amendments are adopted by the City Council. Additionally, when rights-of-way and/or alleyways are abandoned, those changes are incorporated onto the zoning and future land use maps.
8. Creates and processed all meetings of the City are appropriately advertised in the newspaper, posted on public bulletin boards, noticed on the website and social media accounts (includes but not limited to meetings held by the City Council, Code Enforcement, Planning Board, Board of Adjustment, Design Review Board, Technical Review Committee, and any other committee that Council may appoint from time to time).

B. Supervisory:

1. Establishes and organizes policies, standards, and procedures to improve efficiency and effectiveness of personnel and operations.
2. Supervises personnel either directly or through subordinates for the safe and efficient care of the City's facilities, inventory, and equipment; approves Department personnel work schedules and leave of absences; ensures the Personnel Policies and Procedures, Drug Free Workplace Policy, and Workers Compensation Policy are carried out and administered consistently by Department personnel, including filing of proper forms, documentation, and notifications.
3. Determines Department work priorities.
4. Provides leadership and direction to Department personnel; maintains harmony among staff and resolves grievances.
5. Manages functions of personnel for the purpose of hiring, annual performance evaluations, recommending salary increases/transfer/promotion and disciplinary action while coordinating these functions with the City Administrator.

C. Management:

1. Establishes and maintains effective working relationships; provides suggestions, advice, and support to Department personnel, other City Departments, and residents.
2. Resolves complaints in a prompt and courteous manner, communicating professionally and effectively, orally and in writing.
3. Exhibits behavior consistent with the values of the City through excellent customer service, creative problem solving, decision-making, and stewardship of City resources.
4. For the safety of employees and the public, ensures the City Safety Policy is implemented and practiced by Department personnel; provides updates and recommends changes to policy as necessary to the Public Risk Manager.
5. Responsible for all Departmental official documents and records and ensure appropriate records management and transfer of records.
6. Facilitates negotiation, preparation, and management of contractual agreements with other agencies and vendors for the Department.
7. Attends seminars, conferences, and workshops to keep abreast of current methods, technology and supervisory techniques, delegates Department employees' attendance of same for training, continuing education, and certifications.
8. Co-signs on all City fund accounts (payroll and accounts payables).

2. SPECIFIC FUNCTIONS PROVIDED BY CHARTER AND ADDITIONAL DUTIES BY ORDINANCE/RESOLUTION:

A. Charter Duties

1. Attend all meetings of the City Council.
2. Keep a true and correct record and minutes of the proceeds of all meetings of the City Council.
 - a) Set-up and prepare the Council Chambers/meeting facility for the meeting; ensure facility is opened to the public no later than 30 minutes prior to the noticed meeting time.
 - b) Ensure a complete copy of all documents provided to the Council prior to or during the meeting is maintained and recorded.
 - c) Prepares and submits minutes for approval; distributes to all City Departments, and website.
3. Be the custodian of the records of the City Council.
 - a) Ensures all documents approved are executed by all parties; completes files from action taken.
 - b) Provides notifications to appropriate individuals regarding information and/or instructions based on action taken at the meeting.
 - c) See additional responsibilities under the Records Management Liaison Officer duties.
4. Administer Oaths of Office.
 - a) Coordinates and hosts investiture ceremony for elected officials to be sworn into office following elections/appointments.

B. Duties Prescribed by Ordinance

1. Maintain and keep the seal of the City.
Attest the Mayor's signature and administers seal on official documents.
2. Serve as Election Coordinator.
3. Perform duties prescribed by general law or such additional duties as directed by the City Council.
4. Make Reports and furnish data as the Council may require.

C. Duties as the Records Management Custodian Liaison Officer to the State Division of Library and Information Services, Bureau of Archives and Records Management

2. QUALIFICATIONS:

a. Knowledge of:

- 1) Principles, practices and methods of office procedures.
- 2) Utilizing terminology and phraseology consistent with the subculture of all socio-economic levels, routinely talk/confer with individuals both in person and by phone to provide information, solicit information, etc.
- 3) Operating a personal computer, including word processing, spreadsheets, use of email, and use of internet.
- 4) Operating multi-line telephone systems, cell phones, and other various office equipment.

b. Ability to:

- 1) Touch type accurately and efficiently.
- 2) Spell and use correct grammar.
- 3) Speak calmly and distinctly in stressful situations.
- 4) Multi-task in high stress and normal situations.
- 5) Hear and distinguish the spoken word at ordinary auditory thresholds.
- 6) Control personal emotions and reactions.
- 7) Communicate effectively, orally and in writing with the public, elected officials, department heads, other employees of the City and employees of other governmental agencies.
- 8) Apply good judgement, to effectively and diplomatically deal with co-workers, supervisors, and the public, some of whom may be irate and unreasonable.
- 9) Perform job responsibilities in a timely manner in order to meet scheduled deadlines.
- 10) Physically and mentally work independently.
- 11) Coordinate, delegate and negotiate.
- 12) Represent the City at public special events and projects such as career fairs, etc. May require outside office hours.
- 13) Work flexible hours, including nights, weekends, and holidays.

3. MINIMUM REQUIREMENTS:

a. Education and Experience:

- 1) High school diploma or equivalent.

b. Licenses, Certificates, Additional Requirements:

- 1) Valid Florida Driver's License (three-year clean driving record and maintained throughout employment without any restrictions on performance).
- 2) Must be at least 18 years of age.
- 3) United States Citizen or legal resident of the State of Florida.
- 4) Pass background investigation and reference check.
- 5) Pass pre-employment 10-panel substance screening and complete health physical.
- 6) Obtain Notary within 6 months of employment.
- 7) Obtain certification from the International Institute of Municipal Clerks within 5-years of employment.

4. TOOLS AND EQUIPMENT USED:

Multi-line telephone system, two-way radios, cell phones, fax machines, 10-key calculator, copy machines, miscellaneous office equipment, and accessories customarily used in an office environment and motor vehicles.

5. PHYSICAL DEMANDS:

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and office equipment. The employee is regularly required to sit, walk, talk or hear. The employee is required to use hands to finger, handle, feel or operate

objects or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl; and smell.

Requires sitting for long periods, using telephones, computers, and two-way radios. As a result, employee can experience significant eyestrain and back discomfort. Employees work on a rotating 12-hour shift, making it necessary to continually adjust eating and sleeping habits.

Must have sufficient physical strength and ability to independently and repeatedly lift, move and carry objects weighing up to 30 pounds and to repeatedly lift, move and carry objects weighing more than 30 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

6. WORK ENVIRONMENT:

This job consists of work situations which are of a repetitive and non-repetitive nature. Many complex decisions are based on concrete and abstract variables requiring a high degree of accuracy. This is particularly evident in situations in which the life or death of a Field Officer, or member of the public at large, depends upon the accuracy and efficiency of the employee's work performance. For these reasons, decisions are frequently made under stress and the employee is held accountable for actions taken.

This profession can be very demanding and stressful, especially when many calls come in at the same time. The dispatcher must be able to respond quickly and efficiently in critical situations, be calm and objective, in order to control the situation. The noise level in the work environment is usually quiet to moderate. There may be distracting background noise from multiple phones ringing and conversations.

The employee must have the ability to report for work on time and be able to work rotating shift hours and extended hours when required by supervisors, including holidays, evenings, weekends, or any other period not included in the employee's regular shift schedule.

7. WORK LOCATION AND HOURS:

City Hall, City Clerk's Office, 55 Southeast 3rd Avenue, Room 101, Okeechobee, FL 34974

40-hours per designated work week (Friday to Thursday); Office (normal work hours) are Monday through Friday 8:00 AM to 4:30 PM, two 15-minute breaks and a 30-minute unpaid lunch break.

8. ADDITIONAL INFORMATION

- a. Evaluation Period:** Successful candidates will be on a probationary period for 6 months (or more) to allow a period for an evaluation of ability, work habits and conduct. The Department Head has the authority to dismiss the new employee without notice and without cause being given. *Employees are not authorized to use accrued annual leave hours while on new hire probation.
- b. Drug Testing Policy:** The City is committed to providing a safe work environment for all of its employees. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees and the public, promotes crime, and harms the entire community. In order to maintain the highest standards of morale, productivity, and safety, the City has instituted a drug and alcohol-free workplace program.
- c. E-Verify:** To comply with Federal and State law, the City participates in E-Verify. All newly hired employees are queried through this electron system established by the Department of Homeland Security and the Social Security Administration to verify their identity and employment eligibility. Any employment offer is contingent upon compliance for Form I-9 completion timelines and confirmation of employment authorization by E-Verify.
- d. Benefits:** In addition to competitive salaries and the opportunity for continuing professional development, the City offers an excellent benefits package. Our employees enjoy the many benefits of living in South Florida with its wonderful sub-tropical climate, exceptional year-round recreational opportunities, and the following benefits:
 - Health Insurance, City currently pays coverage for employee and contributes toward family/spouse premiums.
 - Group Life and Disability Insurance, City pays coverage for employee. Additional policies can be added at group rates by the employee.

- Additional variety of insurances may be obtained at group rates by the employee through payroll deduction, examples: legal, cancer, long term illness, dental, and vision.
 - Job Connected Injury Benefits.
 - Paid Leave Benefits*, accruing 96.0 hours annual leave and 96.0 hours sick leave per year, plus other types.
 - 12 Paid Holidays.
 - Available Credit Union membership.
 - Defined Member Benefit Pension Plan, contributions by the City and employee.
 - 457 Deferred Plan, employee contribution.
 - Direct Deposit Bi-weekly Payroll, mandatory participation required.
- e. **Veterans' Preference:** Former military personnel, or their spouse, that have been verified as a "Veteran" under Florida Administrative Code Rule 55A-7.009 will receive an interview if they meet the minimum competency factors of the position. The Veterans' preference laws do not guarantee the Veteran a job. Positions are filled with the best qualified candidate as determined by the hiring Department Head.

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Exhibit B

City of Okeechobee

Proposed Position Grade Assignments

Grade 101 Police Dispatcher Administrative Secretary Maintenance Operator	Grade 102 Certified Dispatcher Crossing Guard Administrative Secretary/BTR Specialist Police Records Clerk Assistant Deputy City Clerk
Grade 103 Deputy City Clerk Executive Assistant Code Enforcement Officer Lead Operator General Services Co-Ordinator	Grade 104 Account Supervisor Police Services Coordinator
Grade 105 Equipment Mechanic II Maintenance Foreman	Grade 106 Human Resource Generalist
Grade 107 IT Technician Contract Manager	Grade 108 General Services Director
Grade 109 City Clerk Human Resources Director Public Works Director	Grade 111 Finance Director
Grade PD1 Police Officer 1 - Non-Certified	Grade PD2 Certified Police Officer/Detective Police Detective 84
Grade PD3 Police Corporal	Grade PD4 Police Sergeant
Grade PD5 Police Lieutenant	Grade PD6 Police Major
Grade PD7 Chief of Police	

2024-20. nium Medium Maximum Pay Plan
Implementation of revised miumums with a 4% COLA

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$ 39,758.63	\$ 49,698.29	\$ 59,637.94	50.0%	-
102	\$ 42,144.15	\$ 52,680.18	\$ 63,216.22	50.0%	6.0%
103	\$ 44,672.79	\$ 55,840.99	\$ 67,009.19	50.0%	6.0%
104	\$ 47,353.16	\$ 59,191.45	\$ 71,029.74	50.0%	6.0%
105	\$ 50,194.35	\$ 62,742.94	\$ 75,291.53	50.0%	6.0%
106	\$ 53,206.01	\$ 66,507.52	\$ 79,809.02	50.0%	6.0%
107	\$ 56,398.37	\$ 70,497.97	\$ 84,597.56	50.0%	6.0%
108	\$ 59,782.28	\$ 74,727.85	\$ 89,673.41	50.0%	6.0%
109	\$ 63,369.21	\$ 79,211.52	\$ 95,053.82	50.0%	6.0%
110	\$ 69,706.13	\$ 87,132.67	\$ 104,559.20	50.0%	10.0%
111	\$ 76,676.75	\$ 95,845.93	\$ 115,015.12	50.0%	10.0%
112	\$ 84,344.42	\$ 105,430.53	\$ 126,516.63	50.0%	10.0%
113	\$ 92,778.86	\$ 115,973.58	\$ 139,168.30	50.0%	10.0%
114	\$ 102,056.75	\$ 127,570.94	\$ 153,085.13	50.0%	10.0%
115	\$ 112,262.43	\$ 140,328.03	\$ 168,393.64	50.0%	10.0%
116	\$ 123,488.67	\$ 154,360.84	\$ 185,233.00	50.0%	10.0%
UNG	-	-	-	-	-

Annual
Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$ 19.11	\$ 23.89	\$ 28.67	50.0%	-
102	\$ 20.26	\$ 25.33	\$ 30.39	50.0%	6.0%
103	\$ 21.48	\$ 26.85	\$ 32.22	50.0%	6.0%
104	\$ 22.77	\$ 28.46	\$ 34.15	50.0%	6.0%
105	\$ 24.13	\$ 30.16	\$ 36.20	50.0%	6.0%
106	\$ 25.58	\$ 31.97	\$ 38.37	50.0%	6.0%
107	\$ 27.11	\$ 33.89	\$ 40.67	50.0%	6.0%
108	\$ 28.74	\$ 35.93	\$ 43.11	50.0%	6.0%
109	\$ 30.47	\$ 38.08	\$ 45.70	50.0%	6.0%
110	\$ 33.51	\$ 41.89	\$ 50.27	50.0%	10.0%
111	\$ 36.86	\$ 46.08	\$ 55.30	50.0%	10.0%
112	\$ 40.55	\$ 50.69	\$ 60.83	50.0%	10.0%
113	\$ 44.61	\$ 55.76	\$ 66.91	50.0%	10.0%
114	\$ 49.07	\$ 61.33	\$ 73.60	50.0%	10.0%
115	\$ 53.97	\$ 67.47	\$ 80.96	50.0%	10.0%
116	\$ 59.37	\$ 74.21	\$ 89.05	50.0%	10.0%
UNG	-	-	-	-	-

Police

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
PD1	\$ 51,896.00	\$ 64,870.00	\$ 77,844.00	50.0%	-
PD2	\$ 54,490.80	\$ 68,113.50	\$ 81,736.20	50.0%	5.0%
PD3	\$ 56,990.00	\$ 70,737.00	\$ 84,485.00	50.0%	
PD4	\$ 60,840.00	\$ 72,200.31	\$ 91,260.00	50.0%	6.0%
PD5	\$ 69,680.00	\$ 87,100.00	\$ 104,520.00	50.0%	10.0%
PD6	\$ 76,648.00	\$ 95,810.00	\$ 114,972.00	50.0%	10.0%
PD7	\$ 84,312.80	\$ 105,391.00	\$ 126,469.20	50.0%	10.0%
UNG	-	-	-	-	-

Annual
Hours
2184

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
PD1	\$ 23.76	\$ 29.70	\$ 35.64	50.0%	-
PD2	\$ 24.95	\$ 31.19	\$ 37.43	50.0%	5.0%
	\$ 26.09	\$ 32.39	\$ 38.68	50.0%	
PD4	\$ 27.86	\$ 33.06	\$ 41.79	50.0%	6.0%
PD5	\$ 31.90	\$ 39.88	\$ 47.86	50.0%	20.6%
PD6	\$ 35.10	\$ 43.87	\$ 52.64	50.0%	10.0%
PD7	\$ 38.60	\$ 48.26	\$ 57.91	50.0%	10.0%
UNG	-	-	-	-	-

Annual
Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
PD1	\$ 24.95	\$ 31.19	\$ 37.43	50.0%	-
PD2	\$ 26.20	\$ 32.75	\$ 39.30	50.0%	5.0%
PD3	\$ 27.40	\$ 34.01	\$ 40.62	50.0%	
PD4	\$ 29.25	\$ 34.71	\$ 43.88	50.0%	6.0%
PD5	\$ 33.50	\$ 41.88	\$ 50.25	50.0%	20.6%
PD6	\$ 36.85	\$ 46.06	\$ 55.28	50.0%	10.0%
PD6	\$ 40.54	\$ 50.67	\$ 60.80	50.0%	10.0%
UNG	-	-	-	0.0%	-