



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

OCTOBER 6, 2026

6:00 PM

REVISED LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Vice Mayor

Monica Clark

Council Members

Noel Chandler

Bob Jarriel

David McAuley

Exhibit 1	Florida City Week Proclamation
Exhibit 2	Domestic Violence Awareness Month
Exhibit 3	September 21, 2026, Minutes
Exhibit 4	100-Year Building Celebration and Festival Permit
Exhibit 5	Martin Luther King Jr. Parade
Exhibit 6	PRM Property and Casualty Insurance Renewal
Exhibit 7	RFP No. GS 01-32-08-26 recommendation
Exhibit 8	Centennial Park Fund Transfer Memo
Exhibit 9	Chamber of Commerce Roof Replacement Memo
Exhibit 10	Review of Reserve Balances
Exhibit 11	MOU with County for Building Department Services

Proclamation

Office of the Mayor City of Okeechobee, Florida

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the week of **October 19 through 25, 2026**, as “**Florida City Week**” in the City of Okeechobee and encourage all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Week.

**In witness whereof, on October 6, 2026, I have
set my hand and caused this seal to be affixed.**

Dowling R. Watford, Jr., Mayor

Attest:

Lane Gamiotea, CMC, City Clerk

Proclamation

Office of the Mayor City of Okeechobee, Florida

WHEREAS, domestic violence is a profound violation of individual dignity, security, and humanity that affects individuals across all age groups, backgrounds, racial identities, and socioeconomic statuses; and

WHEREAS, nationwide statistics reveal that 1 in 4 women and 1 in 7 men experience severe physical domestic violence in their lifetimes, and approximately 15.5 million children are exposed to household abuse each year, experiencing long term trauma and disruptions to their wellbeing; and

WHEREAS, true safety requires collective community action, echoing the national 2026 campaign theme, "With Survivors, Always," which deepens our focus on taking definitive action to eliminate barriers to safety and support systems; and

WHEREAS, since its incorporation in 1988, Martha's House has stood as the only certified domestic violence shelter program in Okeechobee County, dedicating nearly four decades to offering emergency sanctuary, a 24-hour crisis line, trauma informed counseling, and legal advocacy to victims of domestic abuse free of charge; and

WHEREAS, Martha's House actively breaks cycles of violence and builds a foundation of respect through community education and youth programs, empowering the next generation to foster healthy relationships; and

WHEREAS, local government, law enforcement, advocates, and citizens must unite to support survivors, mourn those lost to abuse, and stand firmly against domestic violence to make our homes and neighborhoods safe spaces for everyone.

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 **October 2026** as "**Domestic Violence Awareness Month**" in the City of Okeechobee, and I urge all citizens to wear purple – the symbol of peace, courage, and survival – to support the lifesaving mission of Martha's House, and to stand together to end domestic abuse in our community.

In witness whereof, on October 6, 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
SEPTEMBER 21, 2026, REGULAR CITY COUNCIL MEETING AND
FINAL BUDGET PUBLIC HEARING 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 September 21, 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 Chandler; followed by the Pledge of Allegiance led by Council Member McAuley.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members physically present to establish a quorum: Mayor Dowling R. Watford, Jr., Council Members Noel A. Chandler, Robert "Bob" Jarriel, and David R. McAuley. Vice Mayor Monica M. Clark was noted absent with consent.

III. AGENDA AND PUBLIC COMMENTS

- A.** One modification was made to the revised published agenda; item IV was withdrawn.
- B.** Council Member Jarriel made a motion, seconded by Council Member McAuley to adopt the revised published agenda as amended. **Motion Carried.**
- C.** Four citizens addressed the City Council during the public comment portion for items not on the agenda.

Ms. Karen Kozac, President of the 2026 Chamber of Commerce's Leadership Okeechobee Class, presented the Downtown Okeechobee Pedestrian Wayfinding and Business Discovery Project. The goal is to direct foot traffic to businesses located on the avenues off South Park Street (ST) and promote growth in the Central Business District by installing 8 to 10-foot tall signs, with interchangeable blades, listing the business names. The Leadership Class is asking for the City's support, not financial backing. Initial sign costs, projected to be \$15,000.00, will be covered through fundraising. Once in place Okeechobee Main Street would assume maintenance. Ms. Kozac committed to providing regular updates to ensure the project aligns with the City's expectations. **The City Council authorized City Administrator Denise Whitehead to work with the Leadership group to bring back a formal presentation with locations of the signs for their consideration.** A copy of the six-page project report was added and labeled as **Exhibit 13** in the official Minute File.

Ms. Samantha Watson, Executive Director of the Chamber of Commerce of Okeechobee County, thanked the Public Works staff for quickly repairing the Chamber of Commerce building after a pipe burst within the men's bathroom causing flooding throughout the building. She stated the interior looks amazing and the building will be open to the public again on September 22, 2026.

City resident, Mr. Ian Shawn Binkley, voiced opposition to allowing data centers within the City Limits. He also commended the City Council and staff for beautifying the community while maintaining fiscal responsibility.

Mrs. Libby Pigman, External Affairs Director of South Florida Water Management District (SFWMD), shared information about the District's mobile app, which allows residents to report locations of standing water after storms. The submitted data could support future grant applications for regional drainage improvement projects.

IV. PROCLAMATIONS item was withdrawn from the agenda.

V. CONSENT AGENDA

Council Member McAuley made a motion, seconded by Council Member Jarriel to:

- A.** Dispense with the reading and approve the September 3, 2026, Minutes [as presented in **Exhibit 1**]; and
- B.** Approve the August 2026 Warrant Register [in the amounts of: General Fund, \$810,890.43; Other Grant Capital Fund, \$27,811.87; Public Facilities Improvement Fund, \$9,735.69; and Capital Improvement Projects Fund, \$4,000.00; as presented in **Exhibit 2**].

Motion Carried.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:25 P.M.

- A.** Motion by Council Member Chandler, seconded by Council member Jarriel to read by title only, proposed Ordinance No. 1333, amending the Comprehensive Plan Future Land Use Map (FLUM) by reclassifying Lots 1 to 4 and 7 to 12 of Block 80, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public records, 1.611+/- acres, located between Northeast (NE) 4th to 5th AVEs and NE 6th to 7th STs, from Single-Family Residential (SFR) to Industrial (I); Small Scale Map Amendment Application No. 26-001-SSA submitted by Mr. Jeffrey Sumner, Agent on behalf of the property owner, Diamond R. Fertilizer Co., Inc. [as presented in **Exhibit 3**]. **Motion Carried.**

Assistant City Attorney Stephen Conteagüero read into the record the title of Ordinance No. 1333 as follows: **“AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLUM ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM SFR TO I, APPLICATION NO. 26-001-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLUM IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.”**

Motion by Council Member McAuley, seconded by Council Member Chandler to approve first reading and adopt proposed Ordinance No. 1333 [as recommended by the Planning Board and Planning Staff based on the findings of facts outlined in the Planning Staff Report which find the Application consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use].

This Application has an associated Petition, No. 26-001-R to rezone the subject property to Industrial (IND) by Ordinance No. 1334 which is being considered under New Business tonight. Attending remotely, City Planner Marissa Fewell of Morris-Depew and Associates, 2914 Cleveland AVE, Fort Myers, FL 33901, reviewed the highlights of the Application. Mr. Sumner, 410 Northwest 2nd ST, Okeechobee, FL 34972 was in attendance on behalf of the property owner. Mayor Watford clarified the 10-foot landscape buffer requirement and conveyed the neighborhood would appreciate this property to be developed similarly to Diamond R's most recent expansion, as it has helped the noise level within the property and minimizing impacts to the surrounding homes.

City Clerk Gamiotea noted for the record, 23 courtesy notices were mailed to surrounding property owners, with one being returned as undeliverable, four signs noticing the Planning Board and City meeting dates were posted on the subject property, and the proposed Ordinance adoption was properly noticed. As noted in the public comments portion of the Planning Board August 20, 2026, Minutes, there were no objections from surrounding property owners. No objections or comments have been received prior to the Meeting. There were no comments from the City Council or the public.

Roll Call Vote: Chandler – Yea, Clark – Absent, Jarriel – Yea, McAuley – Yea, Watford – Yea.
Motion Carried.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:36 P.M.

VII. MAYOR WATFORD OPENED THE FISCAL YEAR (FY) 2026-27 FINAL BUDGET PUBLIC HEARING AT 6:36 P.M.

- A.** Mayor Watford announced the purpose of this Public Hearing is to consider the final reading of ordinances for the proposed Millage Rate levy and proposed Budget for FY October 1, 2026, through September 30, 2027.
- B.** Mayor Watford announced the proposed Millage Rate levy represents the roll-back rate of 5.8321 computed pursuant to Florida Statutes (FS) 200.065(1).
- C.** Council Member Jarriel made a motion, seconded by Council Member McAuley to read by title only, proposed Ordinance No. 1331, levying a Millage Rate of 5.8321 on all real and tangible personal property for proposed FY October 1, 2026, through September 30, 2027 [as proposed in **Exhibit 4**]. **Motion Carried.**

Assistant City Attorney Stephen Conteagüero read into the record the title of Ordinance No. 1331 as follows: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FL; 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 FY 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 FS 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

VII. FY 2026-27 FINAL BUDGET PUBLIC HEARING CONTINUED

C. Continued. Council Member Chandler made a motion, seconded by Council Member Jarriel to approve the second reading and adopt proposed Ordinance No. 1331. No comments or questions were offered from the Public.

**Roll Call Vote: Chandler – Yea, Clark – Absent, Jarriel – Yea, McAuley – Yea, Watford – Yea.
Motion Carried.**

D. Council Member McAuley made a motion, seconded by Council Member Chandler to read by title only, proposed Ordinance No. 1332, setting the annual Budget for FY October 1, 2026, through September 30, 2027 [as proposed in **Exhibit 5**]. **Motion Carried.**

Assistant City Attorney Conteagüero read into the record the title of Ordinance No. 1332 as follows: “**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FL; FOR THE FY 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 FY; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**”

Council Member Jarriel made a motion, seconded by Council Member Chandler to approve the second reading and adopt proposed Ordinance No. 1332. No comments or questions were offered from the Public.

The **General Fund** budget figures were presented as follows: beginning Fund Balance, \$4,342,502.00; projected Revenues, \$13,195,787.00; estimated Expenditures, \$9,153,285.00; \$300,000.00 to be transferred in from the Public Facilities Improvement (Transportation) Fund. Fund Balance, \$4,342,502.00. Expenditures within the General Fund budget are listed by department below:

0511-Legislative/City Council	Total Personnel:	\$ 81,900.00
	Total Operating:	\$ <u>94,100.00</u>
	FY 2026-27 Proposed Total:	\$ 176,000.00

This departmental budget includes a 3.84 percent salary increase for the Mayor and City Council positions based on the U.S. Consumer Price Index pursuant to Charter Section C-2.6, \$4,000.00 funding for the Okeechobee Education Foundation, and \$40,000.00 funding for the Okeechobee County Economic Development Corporation.

The remaining departmental budgets include salary adjustments as follows: a 2.5 percent general wage increase effective October 1, 2026, and an up to 2 percent merit increase effective June , 2027 with a satisfactory evaluation. Personnel staffing changes include adding a Crime Scene Tech/Evidence Clerk position to the Police Department, the City Clerk position will change from an elected position to an appointed position effective January 4, 2027.

0512-Executive/Administration	Total Personnel:	\$ 234,250.00
	Total Operating:	\$ <u>74,200.00</u>
	FY 2026-27 Proposed Total:	\$ 308,450.00

1512-Executive/Human Resources	Total Personnel:	\$ 84,150.00
	Total Operating:	\$ <u>28,000.00</u>
	FY 2026-27 Proposed Total:	\$ 112,150.00

2512-Executive/City Clerk	Total Personnel:	\$ 302,900.00
	Total Operating:	\$ <u>84,350.00</u>
	FY 2026-27 Proposed Total:	\$ 387,250.00

0513-Finance	Total Personnel:	\$ 268,350.00
	Total Operating:	\$ <u>120,550.00</u>
	FY 2026-27 Proposed Total:	\$ 388,900.00

0514-Legal Services	FY 2026-27 Proposed Total:	\$ 140,950.00
----------------------------	-----------------------------------	----------------------

0519-General Services	Total Personnel:	\$ 232,100.00
	Total Operating:	\$ <u>481,600.00</u>
	FY 2026-27 Proposed Total:	\$ 713,700.00

0521-Police Department	Total Personnel:	\$ 3,398,980.00
	Total Operating:	\$ <u>614,650.00</u>
	FY 2026-27 Proposed Total:	\$ 4,013,630.00

VII. **FY 2026-27 FINAL BUDGET PUBLIC HEARING CONTINUED**

D. Continued, General Fund Expenditures:

0522-Fire and 0529-Public Safety	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
0541-Public Works	Total Personnel:	\$ 829,500.00
	Total Operating:	\$ <u>1,045,050.00</u>
	FY 2026-27 Proposed Total:	\$ 1,874,550.00

The **Public Facilities Improvement (Transportation) Fund** beginning Fund Balance, \$419,982.00; estimated Revenues, \$787,500.00; projected Expenditures, \$812,500.00; plus \$300,000.00 to be transferred into the General Fund. Fund Balance, \$94,982.00.

The **Capital Improvement Projects Fund** beginning Fund Balance, \$2,508,367.00; estimated Revenues, \$40,000.00; projected Expenditures, \$1,355,000.00. Fund Balance, \$1,193,367.00. Amounts earmarked for Departments are: Finance, \$20,000.00 for interior renovations and office furniture; General Services, \$50,000.00 for City Hall landscaping and parking lot light poles replaced; Law Enforcement, \$235,000.00 for four new patrol cars and equipment; Public Works, \$25,000.00 for a new utility trailer, office furniture, and security scan entry doors for the Cleveland Lamb Public Works Facility; and \$1,000,000.00 for road infrastructure improvements.

The **Other Grant Capital Funds**. Accounts 305 Industrial Development Grants Fund (American Rescue Plan Act) and 307 Appropriations Grant Fund (Florida Department of Commerce) are anticipated to have all revenues expended in FY 2025-26. At this time the only remaining active Grant Fund will be Account 309, for the City Hall and Public Safety Building Hardening Projects. State Grants Revenues, \$1,971,515.00; projected Expenditures, \$1,971,515.00. leaving a zero Fund Balance.

The **Law Enforcement Special Fund** beginning Fund Balance, \$12,900.00; projected Revenues, \$1,000.00; projected Expenditures, \$6,000.00. Fund Balance, \$7,900.00.

Roll Call Vote: Chandler – Yea, Clark – Absent, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.

[A final complete Budget Booklet was distributed by Finance Director Connell at the end of the meeting; a copy has been added to **Exhibit 5**.]

MAYOR WATFORD CLOSED THE FY 2026-27 FINAL BUDGET PUBLIC HEARING AT 6:41 P.M.

VIII. **NEW BUSINESS**

A. Council Member McAuley made a motion, seconded by Council Member Chandler to read by title only, proposed Ordinance No. 1334, rezoning Lots 1 to 4 and 7 to 12, of Block 80, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public records; 1.61+/- acres, located between NE 4th to 5th AVE and NE 6th to 7th ST; from Residential Single Family-One (RSF-1) to IND, Rezoning Petition No. 26-001-R submitted by Mr. Jeffrey Sumner, Agent on behalf of the property owner, Diamond R. Fertilizer Co., Inc. The proposed use is to expand the existing Diamond R business, including storage and retail sales [as presented in **Exhibit 6**]. **Motion Carried.**

Assistant City Attorney Conteagüero read into the record the title of Ordinance No. 1334 as follows: “**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RSF-1 TO IND; PETITION NO. 26-001-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**”

Council Member Chandler made a motion, seconded by Council Member Jarriel to approve the first reading, and set October 20, 2026, as the final Public Hearing date for proposed Ordinance No. 1334. Planner Fewell reviewed the highlights of the Planning Staff report.

Roll Call Vote: Chandler – Yea, Clark – Absent, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.

B. Council Member Chandler made a motion, seconded by Council Member Jarriel to enter into an Agreement with Proctor Construction Company, LLC to improve the Public Safety Building (Grant Agreement No. FM1252) in the amount of \$687,430.00 not to exceed \$703,157.00 [as presented in **Exhibit 7**]. **Motion Carried.**

VIII. NEW BUSINESS CONTINUED

- C. Council Member McAuley made a motion, seconded by Council Member Jarriel to adopt a new Budget Transfer [Administrative] Policy [as presented in **Exhibit 8**]. **Motion Carried.**
- D. Council Member Jarriel made a motion, seconded by Council Member McAuley to authorize staff to identify and secure a qualified Code Enforcement Magistrate backup [as presented in **Exhibit 9**]. **Motion Carried.**
- E. Council Member Chandler made a motion, seconded by Council Member Jarriel to adopt Resolution No. 2026-09 authorizing the execution and acceptance of Agreement No. BEL16 with Florida Department of Transportation (FDOT) for [continued] maintenance and beautification along State Roads within the City Limits [for a new three year service term covering FYs 2026-27 through 2028-29, with the option for a mutually agreed upon three year renewal term covering FYs 2029-30 through 2031-32, as presented in **Exhibit 10**].

Assistant City Attorney Conteagüero read into the record the title of Resolution No. 2026-09 as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FL; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT (NO. BEL 16) WITH THE FDOT FOR ROADWAY MAINTENANCE SERVICES WITHIN THE CITY'S CORPORATE LIMITS; PROVIDING FOR AN EFFECTIVE DATE."** **Motion Carried.**

IX. CITY ATTORNEY UPDATE

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

- The Technical Review Committee revamp has been reviewed by Planning Staff and will be presented to the City Council soon.
- One of the two required firms to complete the real estate appraisal on the American Legion property have been retained.
- Currently working on the solicitations for the Code Enforcement Magistrate backup.

X. CITY ADMINISTRATOR UPDATE

- Distributed the August 2026 Monthly Department Report and briefly highlighted key updates from each department. A copy of the six-page report was added and labeled as **Exhibit 12** in the official Minute File.
- Received praise from the County on the "If I Were Mayor" Essay Contest following its Facebook announcement for FL Cities Week. Credit was given to Assistant Deputy City Clerk Jessica Rickards for conceiving and leading the initiative.
- Secured initial sponsorships from FL Power and Light and the Okeechobee Historical Society for the City's 100-Year Building Celebration and Festival.
- Currently drafting policies with IT Technician Carl Fox for upcoming adoption. The Policies will expand the cybersecurity training and periodic phishing tests mandates for all employees.
- Posted and advertised the City Clerk role across multiple channels resulting in a strong early pool of applicants.
- Select staff met last week to review the Strategic Plan Community Survey responses. The results of the survey and ideas from staff will be presented at an upcoming City Council meeting.
- Applying for two FL Recreation Development Assistance Program grants to fund improvements in FLAGLER PARKS and Centennial Park.
- Recognized the Police Department for hosting a successful community engagement School Supply Drive in August.
- Looking to partner with CivicPlus on a comprehensive contract to redesign the City's website and implement software applications that will benefit the City Clerk's Office, Code Enforcement, and General Services.
- Expressed appreciation to Libby Pigman for providing useful details on how residents can report drainage issues to SFWMD.
- The Okeechobee High School Junior Class is using a bay in the Public Safety Building to construct their homecoming float.
- Distributed the preliminary 2026-27 Resurfacing Projects list to the City Council. A copy of the document was added to **Exhibit 12**.

XI. COUNCIL COMMENTS

- Council Member Chandler inquired about the purpose of the Xfinity fiber optic lines being installed throughout the City. Administrator Whitehead advised the installation of the lines will benefit each City facility, and the Emergency Operations Center; however, local citizens will not be forced to connect to Xfinity's service, nor will they be charged for not connecting.

XI. COUNCIL COMMENTS CONTINUED

- Council Member Jarriel praised the Public Works Department, and Director Hall, for their quick response to drainage and citizen concerns.
- Council Member McAuley thanked staff for purchasing the new chairs at the dais.

XII. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:24 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

DRAFT

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



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

Date Received:	9/22/2026	Date Issued:	
Application No:	26-017	Date(s) & Times of Event:	Friday, November 13, 2026, 1:00 P.M. - road closure Event: 5:30pm - 7:30pm

Information:

Organization:	City of Okeechobee
Mailing Address:	55 SE 3rd AVE. Okeechobee, FL 34974
Contact Name:	Katie Rogers
E-Mail Address:	deputyclerk@cityofokeechobee.com

Telephone:

Work:	863-763-9814	Home:		Cell:	
-------	--------------	-------	--	-------	--

Summary of activities:

City of Okeechobee's City Hall 100-Year Building Celebration and Festival. An evening of entertainment, culture, family activities, and community pride.

Proceeds usage: N/A

Please check requested Parks:

Flagler Parks: ☒ City Hall Plaza ☐ #1 Veterans Memorial Square ☐ #2-Speckled Perch Square
☐ #3-Seminole Square ☐ #4-Settlers Square ☐ #5-Cattlemen's Square ☐ #6-Butterfly Square
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

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

Additional Addresses, if applicable _____
Parcel ID: _____

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

Address of Event: City Hall, City Hall Park, Police Dept. 50 SE 2nd AVE - 55 SE 3rd AVE

Street(s) to be closed: 55 SE 3rd AVE, 50 SE 2nd AVE, and SE Park ST between 2nd & 3rd AVEs

Date(s) to be closed: November 13, 2026

Time(s) to be closed: 1:00 P.M. - 8:00 P.M.

Purpose of Closing: City Hall's 100-Year Building Celebration and Festival

Attachments Required for Use of Parks

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.
- ▶ Proof of non-profit status
- ▶ State Food Service License if > 3 days.
- ▶ Notarized letter of authorization from property owner, if applicable.*

Attachments Required for Street/Sidewalk Closings

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
- ▶ Original signatures of all residents, property owners and business owners affected by the closing.
- ▶ State Food Service License if > 3 days.
- ▶ State Alcoholic Beverage License, if applicable.**

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

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

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

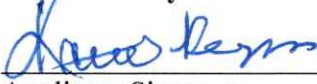
Note:

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

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

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

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


Applicant Signature

9/22/2026
Date

••••OFFICE USE ONLY••••

Staff Review

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

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

Temporary Street and Sidewalk Closing submitted for review by City Council on 10/6/26
Date

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



City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Phone (863) 763-3372

Okeechobee County Fire Rescue
707 NW 6th Street
Okeechobee, FL 34972
Phone (863) 763-5544



Tent Permit Application

Permit #

N/A

Permit is not required for tents less than 900 square feet

In addition to this permit application, three copies of the following must be submitted for approval:

- ☐ Certificate of Flame Resistance for tent/canopy meeting the flame propagation performance criteria per NFPA 701 Standard Methods of Fire Test for Flame Propagation of Textiles and Films
- ☐ Floor Plan of tent depicting layout, entrances/exits, and extinguisher locations (hand drawn plans will not be accepted).
- ☐ Copy of License to sell fireworks (if applicable)

Owner Information	Owner _____	Contractor Information	Owner _____
	Address _____		Address _____
	City _____		City _____
	State _____ Zip _____		State _____ Zip _____
	Phone (____) _____		Phone (____) _____
	E-mail _____		E-mail _____
	Signature _____		Signature _____
Proposed Tent Location		Proposed Tent Location	
Address _____		Tent Size _____	
Parcel Identification Number _____		☐ Open ☐ Closed	

The following requirements are in compliance with National Fire Protection Association (NFPA) 101 Life Safety Code, Chapter 11 Special Structures and High-Rise Buildings, NFPA 1124, Chapter 7 Retail Sales of Consumer Fireworks. These are the minimum requirements required by the Authority Having Jurisdiction (AHJ), Okeechobee County Fire Rescue. The AHJ reserves the right to exceed the minimum requirements as conditions warrant.

Please initial next to each item.

- ☐ **PORTABLE FIRE EXTINGUISHERS:** Fire extinguishers must be inspected by a licensed contractor, have a current tag, and be readily accessible.
- ☐ **MEANS OF EGRESS:** The minimum number of exits provided from the tent shall be not less than three (3). Means of egress, including but not limited to aisles, doors, and exit discharge, shall be clear at all times when the tent is occupied. Exit signs shall not be required to be illuminated in tents that are not open for business after dark. Exit openings from tents shall have a clear opening width of not less than 44 inches.
- ☐ **EGRESS TRAVEL DISTANCE:** Exits provided for the tent shall be located so that the maximum egress travel distance, measured from the most remote point to an exit along the natural and unobstructed path of egress, shall not exceed 75 feet.
- ☐ **AISLE WIDTH:** Aisles shall have a minimum width of 36 inches and shall be maintained and unobstructed at all times the tent is occupied by the public.
- ☐ **EMERGENCY LIGHTING:** The means of egress, including exit discharge, shall be illuminated whenever the tent is occupied. Emergency lighting shall not be required in tents that are not open for business after dark.
- ☐ **ELECTRICAL:** Electrical wiring must be run in conduit and not overloaded. Where temporary electrical conductors are placed on top of an outdoor surface to connect the permanent power source to the tent's temporary electrical system, the conductors shall be provided with physical protection against damage caused by pedestrian or vehicular traffic. Temporary electrical wiring installed in tents shall comply with NFPA 70, National Electric Code.
- ☐ **FIRE DEPARTMENT ACCESS:** Any portion of the sidewall of a tent shall be accessible within 150 feet of a public way or approved access by the fire department.
- ☐ **COOKING EQUIPMENT:** Cooking requiring LPG must be outside of the tent pointing away from exposures. Cooking equipment of any type shall not be permitted within 50 feet of tents used for storage or sale of consumer fireworks. Open flame cooking equipment of any type shall not be allowed within 50 feet of tents used for storage or sale of consumer fireworks.
- ☐ **SIGNAGE:** Signage stating "NO SMOKING" in 2-inch letters on a contrasting background shall be conspicuously posted at each entrance.
- ☐ **SIGNAGE:** Signage stating "NO FIREWORKS DISCHARGE WITHIN 300 FEET" in 4-inch letters on a contrasting background shall be conspicuously posted (if applicable).
- ☐ **FLAME BREAKS:** Tents used for storage or sale of consumer fireworks shall not exceed display dimensions of 4 feet wide, 8 feet in length and 6 feet in height. Flame breaks and solid display surfaces shall not be required for packaged fireworks merchandise displayed in bins, display racks, on pallets or tables located at the end of a row of display fixtures.
- ☐ **CLEARANCE TO COMBUSTIBLES:** The area located within 30 feet of a tent used for sales of consumer fireworks shall be kept free of accumulated dry grass, dry brush, and combustible debris.
- ☐ **DISTANCE FROM FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 50 feet from the following: retail propane-dispensing station dispensers; aboveground storage tanks for flammable or combustible liquid, flammable gas, or flammable liquefied gas; compressed natural gas-dispensing station dispensers; motor vehicle fuel-dispensing station dispensers.
- ☐ **DISTANCE FROM BULK FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 300 feet of any aboveground bulk storage or bulk dispensing area for the following: flammable or combustible liquid, flammable gas, flammable liquefied gas.
- ☐ **PARKING:** No motor vehicle or trailer used for the storage of consumer fireworks shall be parked within 20 feet of a tent except when delivering, loading, or unloading fireworks or other merchandise and materials used, stored, or displayed for sale.
- ☐ **SEPARATION DISTANCES:** Tents for use of consumer fireworks sales shall have a minimum separation distance of 20 feet from building, stands, combustibles, other tents and any motor vehicle or trailer used for the storage of consumer fireworks. Tents for use of consumer fireworks shall be 10 feet from vehicle parking.
- ☐ **SOURCES OF IGNITION:** Temporary electrical equipment, battery-powered equipment, and electrical cords that are used in conjunction with a tent used for the sales of consumer fireworks shall be listed and used in accordance with their listing.
- ☐ **PORTABLE GENERATORS:** Portable generators supplying power to tents for the sale of consumer fireworks shall use only Class III combustible liquid fuels. Class II and Class III combustible liquid generator fuel shall be limited to not more than 5 gallons. Portable generators shall be allowed to use Class I flammable liquids as fuel, provided the quantity of such fuel is limited to 2 gallons. Portable generators shall be located not less than 20 feet from the tent. Where generator fuel storage is located not less than 50 feet from a tent for the sale of consumer fireworks.
- ☐ **RECORDS:** A copy of the approved permit shall be on the premises and made available to the AHJ upon request.



- Games setup in City Hall Plaza
- Food trucks set up on SE 2nd & 3rd AVEs.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012621656C-6	08/31/2022	08/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF OKEECHOBEE
55 SE 3RD AVE
OKEECHOBEE FL 34974-2903

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



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: Martin Luther King Jr. Parade Discussion

Date: October 6, 2026

From: Denise Whitehead, City Administrator

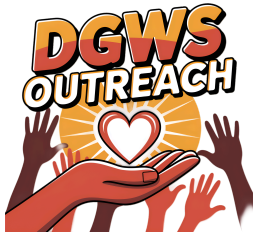
Proposed Motion:

Motion to approve a Martin Luther King Jr. Parade on Saturday, January 16, 2027, from 10:00am-11:00am

Background:

The City has received a request from Patience Washington, Director of DGWS Outreach, a 501(c)(3) nonprofit organization to schedule a Parade in honor of Rev. Dr. Martin Luther King Jr. on Saturday, January 16, 2027, from 10:00 am to 11:00 am.

The attached exhibit outlines her request, the parade route, requested road closures and traffic control.



DGWS Outreach Inc.
1050 SW 83rd Avenue, Okeechobee, FL 34974
DGWSOutreach@gmail.com

September 21, 2026

Jacqueline Boer

Executive Assistant

City of Okeechobee

Email: executiveassistant@cityofokeechobee.com

RE: Request to Appear Before City Council – Rev. Dr. Martin Luther King Jr. Parade

Dear Ms. Boer:

On behalf of DGWS Outreach Inc., a 501(c)(3) nonprofit organization, I respectfully submit this request to appear before the Okeechobee City Council regarding our proposed Rev. Dr. Martin Luther King Jr. Parade, scheduled for Saturday, January 16, 2027, from 10:00 a.m. to 11:00 a.m.

The purpose of the parade is to honor the life, legacy, leadership, and contributions of Rev. Dr. Martin Luther King Jr. and to bring members of the Okeechobee community together in recognition of the principles of service, equality, unity, and community involvement that his legacy represents.

Parade Information

Organization: DGWS Outreach Inc.

Nonprofit Status: 501(c)(3) nonprofit organization

Event: Rev. Dr. Martin Luther King Jr. Parade

Date: Saturday, January 16, 2027

Parade Time: 10:00 a.m. – 11:00 a.m.

Proposed Parade Route

The parade will begin near **SW 4th Street and US 441 (S. Parrott Avenue)** and proceed as follows:

1. Travel north on **US 441/S. Parrott Avenue**.
2. Turn west onto **SR 70/Park Street**.

3. Continue west along **Park Street**.
4. End at or around **Flagler Park**.

Requested Road Closures/Traffic Control

We respectfully request consideration of temporary traffic and road closures along the parade route as necessary to safely accommodate the procession. We understand that the City will need to review the proposed route and determine the appropriate traffic-control measures, closure locations, times, and coordination requirements.

We are willing to work with the City of Okeechobee, law enforcement, public works, and any other appropriate departments to address safety, traffic control, emergency access, signage, cleanup, and other requirements associated with the event.

We respectfully request that this matter be placed on the appropriate City Council agenda so that DGWS Outreach Inc. may formally present the parade request and receive guidance and approval regarding the proposed event.

Thank you for your consideration and for your assistance with bringing this request before the City Council. We look forward to working cooperatively with the City of Okeechobee to make this community event a safe and meaningful observance of the legacy of Rev. Dr. Martin Luther King Jr.

Respectfully,

DGWS Outreach Inc.

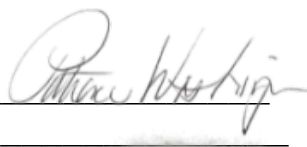
501(c)(3) Nonprofit Organization

Representative: Patience Washington

Title: Director

Phone: 863-697-6512

Email: DGWSOutreach@gmail.com





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: PRM Property and Casualty Insurance Renewal

Date: October 6, 2026

From: Taylor Connell, Finance Director

Proposed Motion:

Motion to approve the renewal proposal of Property and Casualty Insurance coverages with Public Risk Management.

Background:

Public Risk Management, the company that has provided Property and Casualty Insurance to the City of Okeechobee for at least 20 years has presented City staff their 2026-2027 Renewal Proposal with two options.

Option 1: One-Year renewal involves an overall premium increase of 1.50%

Option 2: Two-Year renewal carries an overall premium decrease of -0.52%

Request to Bind Coverage – One Year Pricing

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	\$94,707	\$79,423		☐
EQUIPMENT BREAKDOWN	\$604	\$481		☐
LIABILITY	\$130,979	\$138,443		☐
WORKERS' COMPENSATION	\$154,321	\$167,194		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-\$6,750	-\$6,074		☐
GRAND TOTAL	\$373,861	\$379,468	1.50%	

OPTIONAL / ANCILLARY COVERAGES	UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.			
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Dated

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD



Request to Bind Coverage – Two Year Coverage Agreement

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	\$94,707	\$77,866		☐
EQUIPMENT BREAKDOWN	\$604	\$472		☐
LIABILITY	\$130,979	\$135,729		☐
WORKERS' COMPENSATION	\$154,321	\$163,915		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-\$6,750	-\$6,074		☐
GRAND TOTAL	\$373,861	\$371,908	-0.52%	

OPTIONAL / ANCILLARY COVERAGES	UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.			
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Dated

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD



Two Year Coverage Agreement

PRM is offering a Two-Year Coverage Agreement option, with rates, not premiums, guaranteed to remain the same for the 10/1/2027 to 10/1/2028 Coverage Period [Coverage Periods (i) 10/1/2026 12:01am to 10/1/2027 12:01am (ii) 10/1/2027 12:01am to 10/1/2028 12:01am].

This Two-Year agreement does not constitute a bar on the ability of a PRM member to withdraw from the PRM Pool.

This Two-Year Agreement is subject to the following, for Liability, Property & Workers' Compensation:

LIABILITY

1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable.
2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.
3. PRM incurred loss ratio = paid losses and claim reserves divided by annual liability premium.
4. If members loss ratio is breached, PRM reserves the right to re-underwrite.
5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
7. Premiums are subject to change based on increases/decreases in payroll.

PROPERTY (INCLUDING B&M AND PRIMARY CRIME)

1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable.
2. If PRM's Property renewal rate at June 1, 2027 increases by more than 12.5% PRM reserves the right to re-underwrite.
3. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.
4. PRM incurred loss ratio = paid losses and claim reserves divided by annual Property premium.
5. If members loss ratio is breached, PRM reserves the right to re-underwrite.
6. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
7. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
8. Premiums are subject to change based on increases/decreases in TIV.
9. Two Year Agreement applies to both Wind and Ex-wind rates.

WORKERS' COMPENSATION

1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable.
2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.



3. PRM incurred loss ratio = paid losses and claim reserves divided by annual Work Comp premium.
4. If members loss ratio is breached, PRM reserves the right to re-underwrite.
5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
7. Premiums are subject to change based on increases/decreases in payroll.

In the event the Member cancels one, or all lines of coverage prior to 10/1/2027 12:01am, a penalty equal to 60 days premium of All line(s) of coverage shall apply. This penalty shall apply regardless of when notice of cancellation is given, or the effective date of such cancellation; however, this penalty shall not serve as a prohibition or bar to the PRM member withdrawing from the PRM Pool.

By signing this Two-Year Coverage Agreement, you agree to the terms and conditions listed above.

Signature of Authorized Representative

Dowling R. Watford, Jr.

Printed Name of Authorized Representative

Mayor

Title of Authorized Representative

Dated

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

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





CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL 34974
Phone: (863)763-9812
www.cityofokeechobee.com
Office of the City Administrator

Exhibit 7
10/06/2026

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: Recommendation for Landscaping Services

Date: October 6, 2026

Motion:

Motion to direct the City Administrator to enter into negotiations with Nunez Landscaping, Inc. for Landscaping Services (RFP No. GS 01-32-08-26) **(Exhibit 7)**.

Background:

On September 14, 2026, the City received seven responses to the City Landscaping Services RFP GS 01-32-08-26. The following four submissions were complete and selected to be reviewed by a panel of five on September 21, 2026: Sage Services, Inc., Nunez Lawncare & Landscaping, Inc., Herndon Landscape Group, and Sam-Jay Services, Inc.

Each company was scored on ability and skill, experience of qualified team, prior similar projects, and implementation strategy. The two top scorers were Herndon Landscape Group, LLC with an average of 95.8 points and Nunez Lawncare & Landscaping, Inc. with an average of 94.6 points out of 100.

Herndon Landscape Group, LLC provided a complete and detailed package of the bid requirements including certifications. They have been in business for 8 years. Their bid price was the second lowest provided by all the companies at \$112,380.00.

Nunez Lawncare & Landscaping, Inc. is the City's current vendor and has provided quality work during their years of service since 2023. They have been in business for 20 years and have a larger employee base. They provided the lowest bid of all the companies at \$96,000.00.

Two of the five members of the committee participating in the scoring process voted to recommend the highest scoring submission, Herndon Landscape Group, LLC.

Three of the five members voted to recommend Nunez Lawncare & Landscaping, Inc., who submitted the lowest bid, and has direct experience working with the City of Okeechobee.

Based on these findings and pricing, the scoring committee recommend the Council direct the City Administrator to enter into negotiations with Nunez Lawncare & Landscaping, Inc. for City Landscaping Services contract.

**CITY OF OKEECHOBEE
EVALUATION TABULATION FORM**

**GS 01-32-08-26
CITY LANDSCAPING SERVICES**

	Category	Maximum Available Points	Herndon Landscape Group	Nunez Lawncare & Landscaping, Inc.	Sage Services, Inc.	Sam-Jay Services, Inc.
1.	Experience, Ability, Capacity and Skill of firm(s), whether the firm is a certified minority business enterprise and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	25 Points	22.8	21.6	21	8
2.	Experienced Qualified Team , credentials and accomplishments of the proposed team (up to 3) members.	25 Points	25	23	21.6	14
3.	Previous Similar Projects & Client Reference Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements.	25 Points	25	25	23	17
4.	Project/Services Implementation Strategy Indicating Firm's understanding of the City's needs and services	25 Points	23	25	16.6	17.6
TOTAL		100 Points	95.8	94.6	82.2	56.6

Ranking Committee:

Jessica Rickards
Tammy Parker

Marvin Robert
Denise Whitehead

Chris Frates



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: Centennial Fund Account

Date: October 6, 2026

From: Taylor Connell, Finance Director

Proposed Discussion:

Determine if Council may remove the restrictions on these funds and allow them to be used for other City needs.

Background:

The City maintains a balance of \$17,090.95 in the Centennial bank account, which has not changed since January 2023. My understanding is that Council previously restricted these funds for the Centennial Event or Centennial Park.



CITY OF OKEECHOBEE
55 SE 3RD 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: Discussion for new roof on Chamber of Commerce Building

Date: October 6, 2026

Motion:

Motion to allow the City Administrator to go out for a Request for Proposal to replace the roof on the Chamber of Commerce Building utilizing funds from the Capital Projects Fund.

Background:

In July 2026 the Chamber of Commerce building experienced a flooding event that required the City Public Works Department to perform extensive renovations. While completing those renovations the crew noted moisture in the walls following a rain event. After further investigation it was noted that a portion of the roof was leaking considerably due to long standing issues with the wooden structures under the roof tiles.

The City Administrator received a budgetary quote from a local vendor to replace the roof for approximately \$60,000 after the City's budget had been developed and presented to the Council. As a result, this project was not specifically budgeted for in the approved FY26/27 budget.

However, the city has designated \$1,000,000 in the Capital Projects Fund for Infrastructure Improvements (304-0549.6404.000). This fund is typically utilized for roadway improvements but has been used for other capital projects in the past.

The City Administrator is requesting the City Council authorize staff to issue an RFP to proceed with repairs to the Chamber of Commerce roof and add it to the capital project list for FY26/27.



CITY OF OKEECHOBEE
55 SE 3RD 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: Review of Reserve Balances

Date: October 6, 2026

Discussion: Provide the City Council with an overview of current reserve balances in the City's fund accounts and explain factors affecting reserve levels

Background:

The City maintains reserve balances across multiple funds to ensure financial stability, support capital planning, and mitigate risks associated with unforeseen events. These reserves are guided by the City's adopted financial policies including Resolution No. 2022-03 Fund Balance and Reserve Policy which incorporates industry best practices set forth by The Government Finance Officers Association, GFOA. The City Policy notes the following funds:

- General Fund: The City Fund Balance and Reserve Policy designate the recommended GFOA Recommendation of no fewer than two months General Fund Reserve and a "minimum level at an additional four months of budgeted General Fund Total General Operating Expenses".
- Special Revenue Funds: Accounts for proceeds of specific revenue sources such as Grants. No specific reservation of Fund Balance.
- Public Facility improvement Fund: Restricted revenues based of Florida Statutes and current ordinances. No specific reservation of Fund Balance.
- Debt Service Fund: Specific reserve amounts related to bonds, specific loans, or both.

FY 2026/2027 Fund Balance & Reserve Analysis

Fund Balance / Reserve Calculation	Amount
Revised General Fund Balance	\$10,404,105.00
Capital Fund Balance	\$3,730,338.00
Combined General & Capital Fund Balance	\$14,134,443.00
Six-Month Operating Reserves — 50% of Expenditures	\$4,576,642.50
Remaining Balance After Six-Month Reserves	\$9,557,800.50
Capital Project Reserves — 25% of remaining balance	\$2,389,450.13
Emergency Reserves	\$1,000,000.00
Total Assigned Reserves	\$7,966,092.63
Remaining Unassigned Fund Balance	\$6,168,350.38

Individual Fund Results			
Fund	Beginning Balance	Protected Reserves	Remaining Unassigned
General Fund	\$10,404,105.00	\$5,863,695.10	\$4,540,409.90
Capital Fund	\$3,730,338.00	\$2,102,397.53	\$1,627,940.47
Combined General and Capital Funds	\$14,134,443.00	\$7,966,092.63	\$6,168,350.38

Restricted Funds		
Restricted Funds	Amount	Treatment
Centennial Fund	\$17,091.00	Council Restricted for City Centennial
Public Facilities Fund	\$913,226.00	Restricted for Transportation related Expenditures
Plus: Transfer from Public Facilities Fund from General Fund	\$350,000.00	Back out Public Facility Fund Transfer to General Fund
Combined Restricted Funds	\$1,280,317.00	Total Excluded from Reserve Calculation

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ESTABLISHING A FUND BALANCE AND RESERVE POLICY FOR THE CITY OF OKEECHOBEE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee desires to establish a Fund Balance and Reserve Policy consistent with the Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions (GASB 54); and

WHEREAS, such a Policy has been prepared and a copy thereof is attached hereto.

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

SECTION 1. The City Council hereby adopts the "City of Okeechobee Fund Balance and Reserve Policy," attached hereto as "Exhibit A," and hereby directs the City Administrator to implement said Policy.

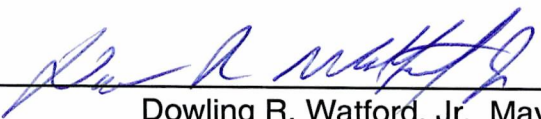
SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon adoption.

ADOPTED by the City Council of the City of Okeechobee, Florida on this 19th day of April 2022, after introduced and postponed at the April 5, 2022, meeting.

ATTEST:


Lane Gamiotea, CMC, City Clerk


Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:


John J. Fumero, City Attorney

RESOLUTION NO. 2022-03

EXHIBIT A

CITY OF OKEECHOBEE FUND BALANCE AND RESERVE POLICY

PURPOSE:

To establish a Policy to remain in compliance with standard Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54). The City desires to maintain a prudent level of financial resources in its General Fund to guard against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted one-time expenditures. The City also desires to maintain adequate working cash to support operating expenditures in its General Fund during the first quarter of each fiscal year prior to receipt of seasonal revenues. Fund Balance shall be composed of Non-Spendable, Restricted, Committed, Assigned, and Unassigned amounts as defined more fully below.

DEFINITIONS:

1. **Fund Balance** – As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association (“GFOA”), Fund Balance is “the difference between assets and liability reported in a governmental fund.” The General Fund Balances are accumulated primarily through budget surpluses, unanticipated non-recurring revenues, or both.

In lay terms, the language of “Fund Balance” creates a set of classifications for financial reporting that describe the extent to which the City is bound to honor any constraints on the specific purposes for which amounts in the City’s funding can be spent.

The classifications create a hierarchy ranging from the amounts that cannot be spent, known as Non-Spendable Fund Balance, to amounts available for any purpose of the City, known as Unassigned Fund Balance. The classifications are defined below include in order from most to least constrained: Non-Spendable, Restricted, Committed, Assigned, and Unassigned.

2. **Non-Spendable Fund Balance** – Amounts that are (a) not in spendable form; or (b) legally or contractually required to be maintained intact. “Not in spendable form” includes items that are not expected to be converted to cash, such as inventories and prepaid amounts; items such as long-term amount of loans and notes receivables; and property acquired for resale. The corpus or principal of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact.
3. **Restricted Fund Balance** – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors through debt covenants, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Specifically, the Public Facility Improvement Fund and Law Enforcement Special Fund are included in this category.
4. **Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by a formal action or resolution of the City Council, the City Council’s highest level of decision-making authority for multi-year projects. Commitments may be changed or lifted only by the City Council taking the same formal action or resolution that imposed the constraint originally.

5. **Assigned Fund Balance** – These amounts include spendable Fund Balance amounts established by the City Administrator or the City Council that are intended to be used for specific purposes that are considered neither Restricted nor Committed. Specifically, other grants, subsequent years expenditures, and future capital improvement projects are included in this category.
6. **Unassigned Fund Balance** – Unassigned Fund Balance is the residual classification for the General Fund. This classification represents Fund Balance that has not been assigned to other funds and that has not been Restricted, Committed, or Assigned to specific purposes within the General Fund. Unassigned Fund Balance may also include negative balances for any governmental fund if expenditures exceed amounts Restricted, Committed, or Assigned for those specific purposes. Specifically, the General Fund, Capital Improvement Projects building and improvements funding, and Capital Improvement Projects vehicles funding are included in this category.

FUND BALANCE GOALS are based on existing and continuation of necessary public services, to insure against unanticipated events that would adversely affect the financial condition of the City.

The City should maintain an adequate reserve of Unassigned Fund Balance in the City's various operating funds to provide the capacity to:

- (1) provide sufficient cash flow for daily financial needs,
- (2) secure and maintain investment grade bond ratings,
- (3) offset significant economic downturns or revenue shortfalls,
- (4) provide funds for unforeseen expenditures related to emergencies, and
- (5) provide for future capital projects, equipment replacement, and enhancements, including but not limited to, those established within the five-year Capital Improvement Plan

- **General Fund** The General Fund is the main operating fund that pays for general services provided by the City, such as public safety, and parks services. The General Fund accounts for all general revenues of the City and for expenditures related to the rendering of the City's general services. The General Fund is considered to have a high level of risk to operations due to its dependence on revenue streams that are susceptible to economic downturns and revenue reduction impacts from outside agency actions. In addition, the General Fund is the main funding source when responding to unexpected events or emergencies.

The GFOA recommends no fewer than two months of General Fund reserve.

The City desires to maintain a prudent level of reserves based on the revenue impacts described above and the City's desire to maintain strong bond ratings to minimize borrowing costs. This reserve policy sets the targeted minimum level at an additional four months of budgeted General Fund Total General Operating Expenses to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

- **Special Revenue Funds** – Special revenue funds are created to account for the proceeds of specific revenue sources such as grants that are legally assigned to expenditure(s) for specified purposes and specific future law enforcement needs. No specific reservation of Fund Balance is created by virtue of enactment of this policy. The amount of any reservation of Fund Balance shall be governed by the legal authority underlying the creation of the individual funds.
- **Public Facility Improvement Fund** – All reserves in this fund are classified as restricted based on Florida Statutes and current ordinances.

- **Debt Service Fund** – Debt Service Funds are typically subjected to the creation of very specific reserve amounts as part of the ordinance or resolution that authorizes the issuance of the bonds, specific loans, or both. This Policy does not create any specific reservation of Fund Balance within any Debt Service Fund. Reserve requirement for any outstanding bond issue will be consistent with the ordinance or resolution authorizing the issuance of the bonds.

POLICY:

Based on the GFOA recommendations the City shall strive to maintain an Unassigned Reserve Fund Balance minimum at no less than two months of budgeted general operating expenditures. The City should maintain an additional four months of contingency funds necessary for the continuation of public services to address unanticipated events that would adversely affect the financial condition of the City.

For current and future capital projects, which may extend beyond the fiscal year, the City may assign up to 25 percent of the remaining unassigned reserves. This reserve shall be in addition to all other required reserves or designation of Fund Balance.

The City shall keep a minimum equivalent of two months of total general operating expenditures of the current fiscal year as remaining Funds Unassigned. In the event the Unassigned Reserve Fund Balance drops below the minimum, they should be replenished to prepare for future events. The City will attempt to replenish this reserve over a five-year period beginning with the completion of recovery from the event for which the reserve funds were required.

The classifications of Fund Balance between Non-Spendable, Restricted, Committed, Assigned, and Unassigned shall be reviewed annually during the preparation of the Annual Financial Statement based on definitions above. The Finance Director will make recommendations to the City Administrator and City Council for classification of funds for Assigned Fund Balance and Committed Fund Balance, respectively. Funds to be classified as Committed require a formal action or resolution to be approved by the City Council to Commit and Un-commit the funds to the classification. Funds to be classified as Assigned require City Administrator approval.



CITY OF OKEECHOBEE
55 SE 3RD 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: Memorandum of Understanding for Building Department Services

Date: October 6, 2026

Review: Council to review the recent Memorandum of Understanding for Building Department Services between Okeechobee County and the City of Okeechobee and provide direction.

Background:

After the last City Council Meeting, staff were made aware the Cities current Building Official, Jeff Newell, was unable to secure someone to provide services in his absence during his upcoming vacation scheduled September 28 through October 1, 2026.

The City Administrator contacted SAFEBuilt, the County's service provider, to inquire on availability for per diem services during this time. Since there was a limited time frame to generate and approve a contract before the services were needed, Kevin Throop with SAFEBuilt, suggested an agreement with the County to allow for provision of services.

The County Administrator, Jessica Bezares, agreed to allow SAFEBuilt to provide services as needed to the City of Okeechobee at no cost during the specified time. The attached MOU was executed by the County Administrator and City Administrator and is presented to the City Council for review.

MEMORANDUM OF UNDERSTANDING FOR BUILDING DEPARTMENT SERVICES

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Okeechobee, Florida, a Florida municipal corporation, with an address of 55 S.E. 3rd Avenue, Okeechobee, Florida 34972 (the "CITY"), and Okeechobee County, Florida, a political subdivision of the State of Florida, acting through Okeechobee County Community Development, with an address of 1700 N.W. 9th Avenue, Suite A, Okeechobee, Florida 34972 (the "COUNTY"). The CITY and the COUNTY may each be referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties desire to cooperate so that Building Department Services may be provided to the CITY by the COUNTY, as requested by the CITY, on an as-needed basis, during the limited period stated in this MOU; and

WHEREAS, the COUNTY will work in mutual cooperation with the CITY to provide or facilitate the provision of Building Department Services; and

WHEREAS, the Parties find that this cooperative arrangement serves a public purpose by supporting continuity of Building Department Services within the CITY;

NOW, THEREFORE, in consideration of the mutual covenants and benefits stated below, the Parties agree as follows:

1. Authority and Purpose

The purpose of this MOU is to document the Parties' cooperation for the provision of Building Department Services to the CITY, on an as-needed basis and at the CITY's request, from SAFEbuilt Florida, LLC.

2. Term and Effective Date

This MOU shall become effective when it has been executed by both Parties. The service period shall begin on September 28, 2026, and end on October 1, 2026, unless terminated earlier under Section 10.

3. County Duties

Pursuant to its existing Agreement with SAFEbuilt FLORIDA, LLC to provide Building Department Services, the COUNTY shall provide or arrange for SAFEbuilt Florida, LLC to provide Building Department Services, as and when requested, by the CITY during the service period. The COUNTY shall coordinate those services with the CITY's designated representative.

4. City Duties

The CITY shall identify the Building Department Services requested, provide information and access reasonably necessary for performance, and coordinate requests through its designated representative.

5. Administration

No separate legal or administrative entity is created by this MOU. The City Administrator and County Administrator, or their respective designees, shall administer this MOU and coordinate performance on behalf of their respective Parties.

6. Compensation and Property

The COUNTY shall provide the services contemplated by this MOU at no cost to the CITY. This MOU does not require either Party to transfer title to or ownership of any real or personal property.

7. Sovereign Immunity

Each Party shall be responsible for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents to the extent provided by law. Nothing in this MOU shall be construed as a waiver of sovereign immunity, an expansion of either Party's liability beyond the limits established in section 768.28, Florida Statutes, or consent to suit by any third party.

8. Amendments

This MOU may be amended only by a written instrument approved and executed by both Parties.

9. Assignment and Third Party Beneficiaries

Neither Party may assign its rights or delegate its duties under this MOU without the other Party's prior written consent. This MOU is for the exclusive benefit of the Parties and creates no right or benefit in any third party. SAFEbuilt Florida, LLC is identified only as the service provider and is not a Party or third-party beneficiary of this MOU.

10. Termination

Either Party may terminate this MOU at any time by delivering written notice to the other Party. Termination shall not affect obligations that accrued before the effective time of termination.

11. Notices

All notices under this MOU shall be in writing and delivered by hand, nationally recognized overnight courier, or certified United States mail, return receipt requested, to the following:

If to the CITY:

Denise Whitehead
City Administrator, City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, Florida 34974

If to the COUNTY:

Jessica Bezares
County Administrator, Okeechobee County
1700 N.W. 9th Avenue, Suite A
Okeechobee, Florida 34972

12. Public Records

Each Party shall maintain and provide access to public records made or received in connection with this MOU as required by Chapter 119, Florida Statutes, and other applicable law. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-763-9814, lgamiotea@cityofokeechobee.com, 55 SE 3rd AVE, OKEECHOBEE, FL 34974.

13. Independent Parties

The Parties are independent public agencies. Nothing in this MOU creates a partnership, joint venture, principal-agent relationship, or employment relationship between the Parties.

14. Waiver

A Party's delay or failure to exercise any right under this MOU shall not operate as a waiver of that right. A written waiver of one breach shall not constitute a waiver of any later breach.

15. Severability

If any provision of this MOU is held invalid or unenforceable, that provision shall be ineffective only to the extent of the invalidity or unenforceability, and the remaining provisions shall remain in effect.

16. Governing Law and Venue

This MOU shall be governed by the laws of the State of Florida. Venue for any action arising from this MOU shall lie in a court of competent jurisdiction in Okeechobee County, Florida.

17. Entire Agreement

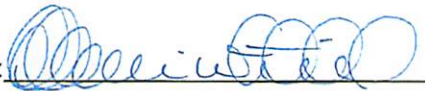
This MOU constitutes the complete agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous oral or written understandings concerning that subject matter. No separate agreement is required for the cooperative arrangement established by this MOU. Any modification must comply with Section 8.

18. Counterparts and Electronic Signatures

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures and electronically transmitted copies shall have the same force and effect as originals to the extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officials.

CITY OF OKEECHOBEE, FLORIDA

By: 
Printed Name: Denise Whitehead
Title: City Administrator
Date: 9-29-26

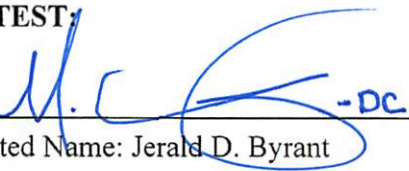
ATTEST:

By: 
Name: Lane Gamiotea
Title: City Clerk
Date: 9-29-2026

OKEECHOBEE COUNTY, FLORIDA

By: 
Printed Name: Jessica Bezares
Title: County Administrator
Date: 9/29/26

ATTEST:

By:  -DC
Printed Name: Jerald D. Byrant
Title: Clerk of the Circuit Court and
Comptroller
Date: 9-29-2026

