



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

OCTOBER 20, 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	September 2026 Warrant Register
Exhibit 2	First Baptist Church Fall Festival Permit
Exhibit 3	Police Department Durango Purchase Memo
Exhibit 4	CW Roberts contracting proposal to pave roads
Exhibit 5	Ordinance No. 1334
Exhibit 6	Fire Services Update Memo
Exhibit 7	CivicPlus Agreement
Exhibit 8	City Clerk Position Memo
Exhibit 9	General Services Update



Okeechobee, FL

Check Report

By Check Number

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
Tiffany Urquhart	Tiffany Urquhart	09/11/2026	Regular	0.00	-4,000.00	2075
CW Roberts Contracti	CW Roberts Contracting, Inc.	09/04/2026	Regular	0.00	232,648.25	2076
2110	Security 101	09/04/2026	Regular	0.00	575.00	2077
Tiffany Urquhart	Tiffany Urquhart	09/11/2026	Regular	0.00	4,000.00	2078
Tiffany Urquhart	Tiffany Urquhart	09/18/2026	Regular	0.00	4,000.00	2079
Tiffany Urquhart	Tiffany Urquhart	09/18/2026	Regular	0.00	-4,000.00	2079
Cooling Refrigeratio	Cooling Refrigeration Services, Inc.	09/25/2026	Regular	0.00	5,390.00	2080
BOA-0795 Hall	Bank of America 0795	09/30/2026	Regular	0.00	10.10	2081
SmartCop	SmartCop	09/30/2026	Regular	0.00	159,263.00	2082

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	7	0.00	405,886.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-8,000.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	9	0.00	397,886.35

Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	09/02/2026	EFT	0.00	123,594.91	525
1644	PRM - Health Insurance	09/04/2026	EFT	0.00	60,195.00	526
1770	PRM - Life, LTD & STD	09/04/2026	EFT	0.00	2,508.30	527
1770	PRM - Life, LTD & STD	09/04/2026	EFT	0.00	1,649.98	528
1645	PRM - Vision & Dental	09/04/2026	EFT	0.00	2,637.92	529
City Of Okeechobee P	City Of Okeechobee Payroll Account	09/17/2026	EFT	0.00	130,637.06	530
The Standard	The Standard	09/17/2026	EFT	0.00	1,773.71	531
City Of Okeechobee P	City Of Okeechobee Payroll Account	09/30/2026	EFT	0.00	130,012.62	532
Distinct Window Desi	Distinct Window Design Inc	09/01/2026	Regular	0.00	704.80	50071
AdvanceAuto	Advance Auto Parts	09/04/2026	Regular	0.00	20.70	50072
AFLAC	American Family Life Assurance Co.	09/04/2026	Regular	0.00	481.44	50073
America's Office Sou	America's Office Source	09/04/2026	Regular	0.00	9.04	50074
2069	Axon Enterprise, Inc.	09/04/2026	Regular	0.00	436.00	50075
BOA-0405 Ritter	Bank of America	09/04/2026	Regular	0.00	31.18	50076
BOA-8285 Taylor	Bank of America	09/04/2026	Regular	0.00	1,955.56	50077
BOA-7024 Kovac	Bank of America	09/04/2026	Regular	0.00	89.16	50078
BOA-2715 Reyna	Bank of America	09/04/2026	Regular	0.00	40.00	50079
BOA-2429 Whitehead	Bank of America	09/04/2026	Regular	0.00	834.12	50080
BOA-2732 McAuley	Bank of America	09/04/2026	Regular	0.00	308.03	50081
BOA-7912 Connell	Bank of America	09/04/2026	Regular	0.00	658.93	50082
BOA-7745 Prince	Bank of America	09/04/2026	Regular	0.00	622.26	50083
BOA-0848 Hampshire	Bank of America	09/04/2026	Regular	0.00	81.92	50084
BOA-4977 Parker	Bank of America	09/04/2026	Regular	0.00	1,972.82	50085
BOA 1895 Fox	Bank of America	09/04/2026	Regular	0.00	36.00	50086
BOA-0577 Rogers	Bank of America 0577	09/04/2026	Regular	0.00	1,594.88	50087
BOA-0795 Hall	Bank of America 0795	09/04/2026	Regular	0.00	775.42	50088
BOA-7883 Gamiotea	Bank of America 7883	09/04/2026	Regular	0.00	25.09	50089
CAS Governmental Ser	CAS Governmental Services, LLC	09/04/2026	Regular	0.00	1,833.33	50090
CenturyLink-LD	CenturyLink	09/04/2026	Regular	0.00	17.97	50091
Comcast	Comcast	09/04/2026	Regular	0.00	126.00	50092
Double Nickel Speedo	Double Nickel Speedometer Testing	09/04/2026	Regular	0.00	500.00	50093
Federal Eastern Inte	Federal Eastern International, Inc.	09/04/2026	Regular	0.00	2,255.36	50094
FPU	Florida Public Utilities	09/04/2026	Regular	0.00	81.35	50095
SDU	Florida State Disbursement Unit	09/04/2026	Regular	0.00	713.75	50096
HealthEquity	HealthEquity	09/04/2026	Regular	0.00	1,126.00	50097
Highland	Highland Pest Control	09/04/2026	Regular	0.00	150.00	50098
ICS	ICS Computers Inc.	09/04/2026	Regular	0.00	2,949.00	50099
Liberty	Liberty National Life Ins. Co.	09/04/2026	Regular	0.00	401.13	50100
2253	MacVicar Consulting, Inc.	09/04/2026	Regular	0.00	250.00	50101
MissionSquare	MissionSquare	09/04/2026	Regular	0.00	495.00	50102
Morris-Depew Associa	Morris-Depew Associates, Inc.	09/04/2026	Regular	0.00	12,522.00	50103
Avenu	Neumo Enterprise Solutions LLC	09/04/2026	Regular	0.00	774.21	50104
962	Newmans Power Systems, Inc.	09/04/2026	Regular	0.00	411.29	50105
BOCC	Okeechobee County - BOCC	09/04/2026	Regular	0.00	427.00	50106
BOCC	Okeechobee County - BOCC	09/04/2026	Regular	0.00	176,386.98	50107
314	Okeechobee County Sheriffs Office	09/04/2026	Regular	0.00	51,500.00	50108
O'Reilly	O'Reilly Auto Parts	09/04/2026	Regular	0.00	13.36	50109
Scott's	Scott's Quality Cleaning	09/04/2026	Regular	0.00	2,513.90	50110
Superior	Superior Water Works, Inc.	09/04/2026	Regular	0.00	82.50	50111
Supplyline	Supplyline	09/04/2026	Regular	0.00	56.00	50112
Taylor Rental	Taylor Rental - Okeechobee	09/04/2026	Regular	0.00	11.90	50113
Thread	Thread Works Embroidery, LLC	09/04/2026	Regular	0.00	276.00	50114
Tire Zone	Tire Zone of Okeechobee, Inc.	09/04/2026	Regular	0.00	486.04	50115
Unemployment Insurar	Unemployment Insurance	09/04/2026	Regular	0.00	44.90	50116
1544	UniFirst Corp	09/04/2026	Regular	0.00	407.46	50117
W&W	W&W Lumber Company of Okeechobee	09/04/2026	Regular	0.00	39.57	50118
WEX	WEX Bank	09/04/2026	Regular	0.00	8,121.65	50119
AdvanceAuto	Advance Auto Parts	09/18/2026	Regular	0.00	516.14	50120
All Points	All Points Direct Corporation	09/18/2026	Regular	0.00	72.80	50121
Carl Berlin	Carl Berlin	09/18/2026	Regular	0.00	35.00	50122

Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Communications Inter	Communications International, Inc.	09/18/2026	Regular	0.00	821.25	50123
Donald C. Hagan	Donald C. Hagan	09/18/2026	Regular	0.00	120.00	50124
First-Citizens	First-Citizens Bank & Trust Co	09/18/2026	Regular	0.00	1,004.96	50125
SDU	Florida State Disbursement Unit	09/18/2026	Regular	0.00	542.06	50126
Gilbert Outdoors	Gilbert Outdoors	09/18/2026	Regular	0.00	154.79	50127
Highland	Highland Pest Control	09/18/2026	Regular	0.00	975.00	50128
Home Depot	Home Depot Credit Services	09/18/2026	Regular	0.00	617.63	50129
IMS	IMS	09/18/2026	Regular	0.00	194.79	50130
Okeechobee News	Independent Newsmedia Inc.	09/18/2026	Regular	0.00	1,821.00	50131
567	Jeanette's Interiors, Inc	09/18/2026	Regular	0.00	8,835.00	50132
1532	Karyne Brass	09/18/2026	Regular	0.00	50.00	50133
Kyocera	KYOCERA Document Solutions Southeast	09/18/2026	Regular	0.00	202.50	50134
116	Lehman Auto Body, Inc.	09/18/2026	Regular	0.00	2,936.59	50135
1895	Mac L Jonassaint	09/18/2026	Regular	0.00	35.00	50136
Avenu	Neumo Enterprise Solutions LLC	09/18/2026	Regular	0.00	774.21	50137
BOCC	Okeechobee County - BOCC	09/18/2026	Regular	0.00	220,168.00	50138
1564	Philip Baughman	09/18/2026	Regular	0.00	35.00	50139
2106	The Firefly Group	09/18/2026	Regular	0.00	340.00	50140
Unemployment Insurar	Unemployment Insurance	09/18/2026	Regular	0.00	44.90	50141
W&W	W&W Lumber Company of Okeechobee	09/18/2026	Regular	0.00	275.67	50142
Waste	Waste Management Inc. of Florida	09/18/2026	Regular	0.00	54,871.11	50143
AdvanceAuto	Advance Auto Parts	09/25/2026	Regular	0.00	24.70	50144
2207	Arrigo Dodge	09/25/2026	Regular	0.00	886.53	50145
City Hall Coffee Fun	Cash	09/25/2026	Regular	0.00	30.00	50146
CenturyLink-Fiber	Century Link	09/25/2026	Regular	0.00	2,407.06	50147
CenturyLink-Local	CenturyLink	09/25/2026	Regular	0.00	2,188.03	50148
883	City of Okeechobee - PD Coffee Fund - Ca	09/25/2026	Regular	0.00	584.00	50149
Communications Inter	Communications International, Inc.	09/25/2026	Regular	0.00	333.00	50150
Cooling Refrigeratio	Cooling Refrigeration Services, Inc.	09/25/2026	Regular	0.00	150.00	50151
Federal Eastern Inte	Federal Eastern International, Inc.	09/25/2026	Regular	0.00	273.24	50152
Fetterman Law	Fetterman Law, PLLC	09/25/2026	Regular	0.00	700.00	50153
Fitness Factory	Fitness Factory	09/25/2026	Regular	0.00	20.00	50154
FPL	Florida Power & Light Company	09/25/2026	Regular	0.00	3,333.58	50155
Gilbert Ford	Gilbert Ford	09/25/2026	Regular	0.00	139.44	50156
Gilbert Oil Company,	Gilbert Oil Company, Inc.	09/25/2026	Regular	0.00	924.20	50157
Global Public Safety	Global Public Safety	09/25/2026	Regular	0.00	1,548.60	50158
Graphic Design	Graphic Designs Int'l, Inc.	09/25/2026	Regular	0.00	158.00	50159
Harris	Harris Corporation	09/25/2026	Regular	0.00	513.00	50160
HealthEquity	HealthEquity	09/25/2026	Regular	0.00	13.50	50161
Highland	Highland Pest Control	09/25/2026	Regular	0.00	70.00	50162
ICS	ICS Computers Inc.	09/25/2026	Regular	0.00	483.00	50163
1866	JC Newell Const. Inspect. Services, Inc.	09/25/2026	Regular	0.00	5,516.68	50164
LegalShield	LegalShield	09/25/2026	Regular	0.00	14.95	50165
MissionSquare	MissionSquare	09/25/2026	Regular	0.00	1,865.00	50166
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	09/25/2026	Regular	0.00	9,337.50	50167
OUA	Okeechobee Utility Authority	09/25/2026	Regular	0.00	2,597.14	50168
O'Reilly	O'Reilly Auto Parts	09/25/2026	Regular	0.00	59.95	50169
Salem	Salem Trust Company	09/25/2026	Regular	0.00	3,382.78	50170
Salem	Salem Trust Company	09/25/2026	Regular	0.00	12,879.46	50171
Superior	Superior Water Works, Inc.	09/25/2026	Regular	0.00	82.50	50172
Thompson	Thompson Reuters	09/25/2026	Regular	0.00	138.88	50173
Thread	Thread Works Embroidery, LLC	09/25/2026	Regular	0.00	88.00	50174
Tire Zone	Tire Zone of Okeechobee, Inc.	09/25/2026	Regular	0.00	1,969.06	50175
1516	Total Roadside Services, Inc.	09/25/2026	Regular	0.00	497.00	50176
United	United Way	09/25/2026	Regular	0.00	30.00	50177
Verizon	Verizon Wireless	09/25/2026	Regular	0.00	1,148.70	50178
Verizon	Verizon Wireless	09/25/2026	Regular	0.00	72.14	50179
Verizon	Verizon Wireless	09/25/2026	Regular	0.00	255.85	50180
W&W	W&W Lumber Company of Okeechobee	09/25/2026	Regular	0.00	72.50	50181
BOA-0405 Ritter	Bank of America	09/30/2026	Regular	0.00	23.99	50182
BOA-8285 Taylor	Bank of America	09/30/2026	Regular	0.00	1,774.80	50183

Check Report
Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
BOA-0848 Hampshire	Bank of America	09/30/2026	Regular	0.00	328.95	50184
BOA-2429 Whitehead	Bank of America	09/30/2026	Regular	0.00	6,885.80	50185
BOA-2715 Reyna	Bank of America	09/30/2026	Regular	0.00	464.37	50186
BOA-4977 Parker	Bank of America	09/30/2026	Regular	0.00	400.21	50187
BOA-7024 Kovac	Bank of America	09/30/2026	Regular	0.00	492.37	50188
BOA-3944 Boon	Bank of America	09/30/2026	Regular	0.00	169.00	50189
BOA-0577 Rogers	Bank of America 0577	09/30/2026	Regular	0.00	902.31	50190
BOA-0795 Hall	Bank of America 0795	09/30/2026	Regular	0.00	1,009.06	50191
BOA-7883 Gamiotea	Bank of America 7883	09/30/2026	Regular	0.00	527.25	50192
CenturyLink-LD	CenturyLink	09/30/2026	Regular	0.00	18.07	50193
Communications Inter	Communications International, Inc.	09/30/2026	Regular	0.00	602.00	50194
Eli's Western Wear I	Eli's Western Wear Inc.	09/30/2026	Regular	0.00	125.00	50195
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	09/30/2026	Regular	0.00	1,569.25	50196
SDU	Florida State Disbursement Unit	09/30/2026	Regular	0.00	499.95	50197
Morris-Depew Associa	Morris-Depew Associates, Inc.	09/30/2026	Regular	0.00	17,772.00	50198
Nason	Nason Yeager Gerson Harris & Fumero P.A.	09/30/2026	Regular	0.00	9,900.00	50199
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	09/30/2026	Regular	0.00	3,600.00	50200
Roger Azcona	Roger Azcona, Esq.	09/30/2026	Regular	0.00	600.00	50201
Salem	Salem Trust Company	09/30/2026	Regular	0.00	50,354.30	50202
Scott's	Scott's Quality Cleaning	09/30/2026	Regular	0.00	2,052.19	50203
Supplyline	Supplyline	09/30/2026	Regular	0.00	290.00	50204
Taylor Rental	Taylor Rental - Okeechobee	09/30/2026	Regular	0.00	64.79	50205
Tire Zone	Tire Zone of Okeechobee, Inc.	09/30/2026	Regular	0.00	880.02	50206
Unemployment Insurar	Unemployment Insurance	09/30/2026	Regular	0.00	44.90	50207
W&W	W&W Lumber Company of Okeechobee	09/30/2026	Regular	0.00	45.05	50208

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	194	138	0.00	727,278.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	453,009.50
	202	146	0.00	1,180,287.50

Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 307-Appropriations Grant Fund						
B & B Site Developme	B & B Site Development	09/30/2026	Regular	0.00	51,300.00	1508

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	51,300.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	51,300.00

Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 309-City Hall Hardening Construction						
CAS Governmental Ser	CAS Governmental Services, LLC	09/04/2026	Regular	0.00	1,041.67	1506
Proctor Construction	Proctor Construction Services	09/04/2026	Regular	0.00	5,133.89	1507

Bank Code Grant Fund 309 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	6,175.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	6,175.56

Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
BOA-0795 Hall	Bank of America 0795	09/04/2026	Regular	0.00	306.54	4062
Blades Group LLC	Blades Group LLC	09/04/2026	Regular	0.00	1,488.00	4063
Core & Main	Core & Main	09/04/2026	Regular	0.00	1,720.00	4064
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	09/04/2026	Regular	0.00	8,333.33	4065
Salty	Salty South Transport	09/04/2026	Regular	0.00	2,873.84	4066
Home Depot	Home Depot Credit Services	09/18/2026	Regular	0.00	97.00	4067
FPL	Florida Power & Light Company	09/25/2026	Regular	0.00	5,816.55	4068
BOA-0795 Hall	Bank of America 0795	09/30/2026	Regular	0.00	75.98	4069
Econo Signs, LLC	Econo Signs, LLC	09/30/2026	Regular	0.00	198.20	4070
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	09/30/2026	Regular	0.00	8,333.33	4071

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	10	0.00	29,242.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	10	10	0.00	29,242.77

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	216	158	0.00	1,219,882.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-8,000.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	453,009.50
	224	168	0.00	1,664,892.18

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	9/2026	1,180,287.50
301	PUBLIC FACILITY FUND	9/2026	29,242.77
304	CAPITAL PROJECTS FUND	9/2026	397,886.35
307	APPROPRIATIONS GRANT FUND	9/2026	51,300.00
309	OTHER GRANT CAPITAL FUND	9/2026	6,175.56
			1,664,892.18



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:	9/29/26	Date Issued:	
Application No:	26-018	Date(s) & Times of Event:	Oct. 31, 2026; 4pm-9pm

Information:

Organization:	First Baptist Church of Okeechobee
Mailing Address:	401 SW 4th Av. Okeechobee, FL 34974
Contact Name:	Tom Austin
E-Mail Address:	tom@fbcokee.org

Telephone:

Work:	763-2171	Home:		Cell:	273-6965
-------	----------	-------	--	-------	----------

Summary of activities:

Fall Festival with free candy, games, music and food trucks for a safe place for families as an alternative to door to door trick or treating. Designed for children 5th grade and under.

Proceeds usage:

Free. Only proceeds would be from individual purchases to the food trucks.

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: Ballfield across SW 4th St from FBC RDC (310 SW 5th Av)

Street(s) to be closed:	<u>Portion of SW 4th St between SW 5th Av and SW 6th Av</u>
Date(s) to be closed:	<u>Saturday Oct 31, 2024</u>
Time(s) to be closed:	<u>4 PM to 9 PM</u>
Purpose of Closing:	<u>Pedestrian parking and food truck parking</u>

Attachments Required for Use of Parks

Attachments Required for Street/Sidewalk Closings

► Site Plan	► Site Plan
► Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	► Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
► Proof of non-profit status	► Original signatures of all residents, property owners and business owners affected by the closing.
► State Food Service License if > 3 days.	► State Food Service License if > 3 days.
► Notarized letter of authorization from property owner, if applicable.*	► State Alcoholic Beverage License, if applicable.**

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

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

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

Note:

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

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

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

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

Thomas B. Quirk
Applicant Signature

9/28/2024
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:	<u>[Signature]</u>	Date:	<u>10-2-26</u>
Building Official:	<u>[Signature]</u>	Date:	<u>10-5-26</u>
Public Works:	<u>[Signature]</u>	Date:	<u>10/1/26</u>
Police Department:	<u>[Signature]</u>	Date:	<u>9/30/26</u>
BTR Department:	<u>[Signature]</u>	Date:	<u>9/29/26</u>
City Administrator:	<u>[Signature]</u>	Date:	<u>10-1-26</u>
City Clerk:	<u>[Signature]</u>	Date:	<u>9/29/2026</u>

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

Temporary Street and Sidewalk Closing submitted for review by City Council on 10/20/26
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)

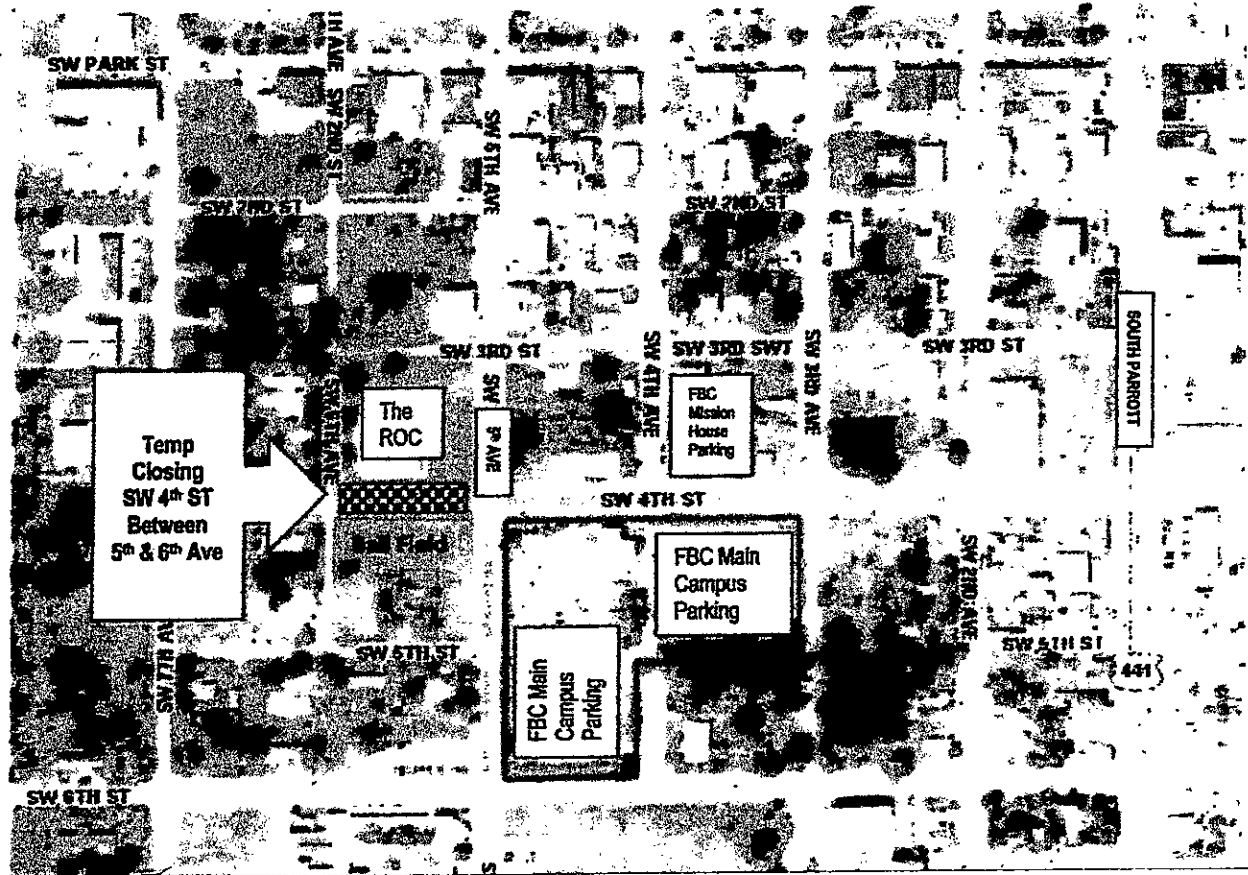
Owner Information	Owner _____	Contractor Information	Owner _____
	Address _____		Address _____
	City _____		City _____
	State _____ Zip _____		State _____ Zip _____
	Phone (____) _____		Phone (____) _____
	E-mail _____		E-mail _____
Signature _____		Signature _____	

Proposed Tent Location	Proposed Tent Description
Address _____	Tent Size _____
Parcel Identification Number _____	☐ Open ☐ Enclosed

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 approved 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 statement.

- _____ **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 retail sales areas 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 retail sales area of tents 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 travel does not exceed 75 feet.
- _____ **AISLE WIDTH:** Aisles shall have a minimum clear width of 48 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 dusk.
- _____ **ELECTRICAL:** Electrical wiring must be rated for exterior use 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 OPERATIONS:** Cooking requiring LPG must be outside of the tent pointing away from exposures. Cooking equipment of any type shall not be permitted within 20 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.
- _____ **SIGNS:** Signage stating "NO SMOKING" in 2-inch letters on a contrasting background shall be conspicuously posted at each entrance.
- _____ **SECURITY:** 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 liquified 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 liquified 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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2026

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

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

PRODUCER
Church Asset Management, Inc.
1551 Wall St Ste 120
Saint Charles MO 63303-3540

CONTACT NAME: Deborah Killebrew
PHONE (A/C, No, Ext): 800-200-7257 X53570 **FAX (A/C, No):** 866-608-0600
E-MAIL ADDRESS: dkillebrew@ltcam.com

License#: L100460
FIRSB-1077

INSURED
First Baptist Church of Okeechobee
401 SW 4th St
Okeechobee FL 34974

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GuideOne Insurance Company	15032
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1565165894**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		001423828	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Proof of General Liability insurance only for a Fall Festival event being held on 10/31/2026. Activities will be carnival style games, trunk a treat. City of Okeechobee & Hamrick Trust is shown as the certificate holder and additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Okeechobee & Hamrick Trust
55 SE 3rd Ave
Okeechobee FL 34974

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012674140C-6	04/30/2017	04/30/2022	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FIRST BAPTIST CHURCH OF OKEECHOBEE INC
401 SW 4TH ST
OKEECHOBEE FL 34974-4240

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. 10/15

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 regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Okeechobee Police Department

To. Denise Whitehead

cc. Chief Donald Hagan

From. Lt. B. Reyna

Date: October 06, 2026

Subject: Purchase Request: Four (4) 2027 Dodge Durango's

The City Council has approved that the Police Department purchase four (4) new police fleet vehicles this Fiscal Year. I received a formal quote from Woody Folsom CDJR of Douglas, GA. They currently have 4 Dodge Durango's on the ground at their dealership and ready for delivery upon approval by the Council.

2027 Dodge Durango
Woody Folsom Fleet \$45,680.00, Total for 4 is \$182,720.00

Garber Fleet Sales \$45,674.00, Total for 4 is \$182,696.00

Alan Jay Fleet \$46,165.00, Total for 4 is \$184,660.00

I am requesting to move forward with purchasing 4 Dodge Durango's from Woody Folsom. Woody Folsom came in \$24.00 dollars higher than Garber. They also have 4 Durango's ready for delivery. The other 2 dealerships have to order Durango's and have nothing available now.

See attached quotes.

Woody Folsom CDJR of Douglas

Woody Folsom CDJR of Douglas

1510 S Peterson Ave
DOUGLAS, GA 31535
Phone: (912) 493-2100

BUYER'S ORDER

TD092867
Stock Number
10/08/2026
Date
Wes Bunyard
Salesman
(863) 634-2771
Home
Work
(863) 634-2771

CITY OF OKEECHOBEE		Date of Birth	SSN	Phone
Purchaser's Name	50 SE 2ND AVE	OKEECHOBEE	County	FL 34972-2907
Street	breyana@cityofokeechobee.com	City	State	Zip
E-mail:	2027	Dodge	Durango	Pursuit 4dr All
Year	Make	Model	Body	Serial Number
1C4SDJFT2VC572925	PW7	TD092867	5	Miles
Color	Stock #			

Trade-In Information:

Year	Make	Model	Body	Serial Number	Color	Stock #	Miles
Year	Make	Model	Body	Serial Number	Color	Stock #	Miles

Payoff on Trade-In Vehicle's To:

Bank
Street
City, State, Zip
Contact & Phone #

Automobile Insurance Information:

Company
Policy #
Agent
Street
City, State, Zip
Phone
Valid Dates

DISCLAIMER OF WARRANTIES

The seller, **Woody Folsom CDJR of Douglas**, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the Seller, **Woody Folsom CDJR of Douglas**, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the herein described vehicle.

10/08/2026

Purchaser's Signature

Date

Vehicle Price	45,680	00
Rebate		
Sub Total	45,680	00
Trade Allowance		00
Difference	45,680	00
Doc Fee		
Theft Registration		
Sub Total	45,680	00
Sales Tax		
Tag Fee		
Title Fee		
GWRA Fee		
Service Contract		
GAP Contract		
Sub Total	45,680	00
Balance Owed on Trade		
Total	45,680	00
Deposit		
Cash on Delivery		
Balance	45,680	00

Below is the verbiage for the text consent. This "Consent Option" verbiage should be put at the bottom (right above the signature line) of the buyer's order and repair orders.

CONSENT OPTION:

By providing contact information and signing below, primary and secondary buyer(s) give permission to **Woody Folsom CDJR of Douglas** to enroll them in their VIP Club. Buyer(s) agree to receive automated informational and marketing text, emails and phone calls from dealership or assigns. Message and data rates may apply. Buyer(s) should average 3 texts per month. Reply ???end??? to any text to discontinue receiving text messages.

Manager Signature

10/08/2026

Date

Purchaser #1 Signature

10/08/2026

Purchaser #1 Signature

10/08/2026

Date

10/08/2026

Date

Woody Folsom CDJR of Douglas

Date: 10/8/2026
Salesperson: Wes Bunyard
Manager: Wes Bunyard
Deal Number: 24962
Customer ID #: 22513

FOR INTERNAL USE ONLY

BUSINESS NAME: CITY OF OKEECHOBEE Home Phone: (863) 634-2771
CONTACT: _____
Address: 50 SE 2ND AVE OKEECHOBEE, FL 34972-2907 OKEECHOBEE Work Phone: _____
E-Mail: breyana@cityofokeechobee.com Cell Phone: (863) 634-2771

VEHICLE
Stock #: TD092865 New / Used: New VIN: 1C4SDJFT4VC572926 Mileage: 5
Vehicle: 2027 Dodge Durango Color: PW7
Type: Pursuit 4dr All-Wheel Drive WDEE75
Body Size: _____ Style: _____ Weight: 5109 Unit Class: _____
Market Value Selling Price: _____ 182,720.00
Balance: _____ 182,720.00

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.
Customer Approval: _____ Management Approval: _____

Quote is 4-2027 Pursuit Durangos, \$45680 each



ALAN JAY FLEET SALES

Contract Number: 2027 081325-NAF & 032824-NAF
Quote ID: 75837
Agency: OKECHOBEE, CITY OF
Date: 10/12/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2027 DODGE DURANGO AWD POLICE PURSUIT, please review carefully and contact us with any errors or changes.

MSRP:	\$52,550.00
Base Price:	\$41,715.00 - D.D.
Factory Options:	\$4,450.00 - D.D.
Aftermarket Options:	Equipment - \$10,420.00
Purchase Total:	\$56,585.00 \$46,165.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell
Formerly NIPA

Awarded Contract

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

Quote

75837-2

WWW.ALANJAY.COM

Mailing
Address

P.O. BOX 9200
Sebring, FL 33871-9200

REVISED QUOTE DATE
10/12/2026

ORIGINAL QUOTE DATE
10/12/2026

QUICK QUOTE SHEET

REQUESTING AGENCY **OKECHOBEE, CITY OF**
CONTACT PERSON **LT. BELEN REYNDA**
PHONE **863-763-9781** MOBILE

EMAIL BREYNA@CITYOFOKEECHOBEE.COM FAX

www.NationalAutoFleetGroup.com

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

MSRP \$52,550.00

MODEL **WDEE75 2BZ**
2027 DODGE DURANGO AWD POLICE PURSUIT

CONTRACT PRICE **\$41,715.00**

CUSTOMER ID

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

	DESCRIPTION	
PW7	White Knuckle Clearcoat	\$0.00
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	\$155.00
EZH	5.7L V8 HEMI MDS VVT Engine	\$3,515.00
22Z	OPTIONS Quick Order Package 22Z	\$0.00
CW6	Deactivate Rear Doors/Windows	\$90.00
DFD	8-Speed Automatic Transmission (8HP70)	\$0.00
DPM	3.09 Rear Axle Ratio	\$0.00
LNF	Black Left LED Spot Lamp	\$690.00
WBN	18" x 8" Black Steel Wheels	\$0.00
Z6J	7,100 lbs GVWR	\$0.00
FACTORY OPTIONS		\$4,450.00

CONTRACT OPTIONS

	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
WSTP	Windshield strip	\$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	\$410.00
W LEGACY-CHH- DUR-RBWA	Whelen Legacy 48" lightbar with DUO LED Modules, built in SYNC module, Brake/Turn/Tail modules, traffic advisor, dedicated takedown lights, dedicated alley lights, mounting kit, CORE, Hand Held controller, speaker, and bracket (RED/BLUE WITH FRONT OVERRIDE TO WHITE AND REAR OVERRIDE TO AMBER).	\$4,890.00
TP DUR-CON18	TROY PRODUCTS 18" non-floor-shift console, Includes faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" faceplate with (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	\$1,235.00
NOTE	HARRIS XL185M - 2-PIECE	\$0.00
TP COMP-UNIV-SA	TROY PRODUCTS computer mount with easy one-handed operation and swing arm, bolts to troy console. (DOCKING STATION NOT INCLUDED).	\$495.00
SET UT-1001	Havis universal laptop tray.	\$405.00
TP DUR-PART- SLIDE	TROY PRODUCTS spacemaker partition with sliding window & square hole punched bracket. Includes mounting kit & Partition kick panels with big-foot pockets.	\$1,785.00
TP DUR-CARGO- POLY	TROY PRODUCTS Durango rear partition with polycarbonate main window & cargo window side panels.	\$880.00
RADIO- 2	INSTALL CUSTOMER PROVIDED 2 PIECE RADIO	\$260.00
CONTRACT OPTIONS		\$10,420.00



Sourcewell
Formerly NJPA

Awarded Contract

www.NationalAutoFleetGroup.com

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

TRADE IN

TOTAL COST \$56,585.00

YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$56,585.00

Estimated Annual payments for 60 months paid in advance: \$13,010.06
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

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



City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Tele: 863-763-9823
Cell: 863-447-7750
whall@cityofokeechobee.com

TO: City Council Members
Denise Whitehead, Administrator
FROM: Willie Hall, Director
RE: C.W. Roberts – Roadway Resurfacing
DATE: Oct. 13, 2026

C.W. Roberts Contracting, Inc. has proposed completing this project in the amount of \$503,230.50, with a contingency of 10% the total comes to \$553,553.55. It reflects a proposed resurfacing of 1.5" asphalt paving depth, exceeding the standard 1". This deeper application is expected to provide greater durability and long-term performance, as well as yellow or white 6" stripping, crosswalk, and stop bar.

Currently, we are requesting approval for a purchase order with C.W. Roberts Contracting, Inc.

Summary:

ITEM	DESCRIPTION	AMOUNT
1	NW 11 th Ave – 70 to NW 7 th Ct.	169,805.00
2	NW 2 nd St – NW 6 th Ave to NW 9 th Ave	108,075.50
3	SW 6 th St – SW 11 th Ave to SW 12 th Ave	26,306.50
4	SW 8 th St – SW 11 th Ave to SW 12 th Ave	26,350.50
5	SW 9 th St – SR 441 to SW 2 nd Ave	29,675.50
6	SW 6 th St – SW 11 th Ave to SW 7 th Ave	143,017.50
GRAND TOTAL		\$503,230.50

You will find attached the Quote Proposal submitted by C.W. Roberts Contracting, Inc.

Willie Hall

Director, Public Works

QUOTE PROPOSAL



C.W. ROBERTS CONTRACTING, INC

8530 SW Jayme Way

Palm City, FL 34990

Contact: Jose Pacheco

Phone: 772-274-4779

Email: jpacheco@cwrcontracting.com

Quote To:

OkeeChobee City

Job Name:

Okeechobee City Annual 2027

Attn:

Denise Whitehead

Date of Plans:Phone:Revision Date:Email:

cityadmin@cityofokeechobee.com

Quote Revision:

Location: Okeechobee City

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MILLING 1.5"-MAX >1000-SY	6,216.00	SY	4.00	24,864.00
20	ASPHALT SP-9.5 (1.5") >50-TNS	520.00	TN	191.00	99,320.00
30	6" 10'-30' SKIPS YELLOW 0-1 MI	0.50	MI	850.00	425.00
40	6" SOLID YELLOW 0-2000 LF	200.00	LF	0.35	70.00
50	24" SOLID WHITE 0-100 LF	36.00	LF	3.50	126.00
60	SP-9.5 LEVELING COURSE 20-50 TNS	50.00	TN	900.00	45,000.00
	NW 11th Ave-70 to NW 7th Ct.				169,805.00
70	MILLING 1.5"-MAX >1000-SY	2,567.00	SY	4.00	10,268.00
80	ASPHALT SP-9.5 (1.5") >50-TNS	220.00	TN	191.00	42,020.00
90	6" 10'-30' SKIPS YELLOW 0-1 MI	0.25	MI	850.00	212.50
100	6" SOLID YELLOW 0-2000 LF	200.00	LF	0.35	70.00
110	24" SOLID WHITE 0-100 LF	30.00	LF	3.50	105.00
120	SP-9.5 LEVELING COURSE 0-20 TNS	20.00	TN	2,770.00	55,400.00
	NW 2nd St- NW 6th Ave to NW 9th Ave				108,075.50
130	MILLING 1.5"-MAX >1000-SY	1,226.00	SY	4.00	4,904.00
140	ASPHALT SP-9.5 (1.5") >50-TNS	110.00	TN	191.00	21,010.00
150	6" SOLID YELLOW 0-2000 LF	200.00	LF	0.35	70.00
160	24" SOLID WHITE 0-100 LF	25.00	LF	3.50	87.50
170	12" SOLID WHITE 0-500 LF	94.00	LF	2.50	235.00
	SW 6th St- SW 11th Ave to SW 12th Ave				26,306.50
180	MILLING 1.5"-MAX >1000-SY	1,237.00	SY	4.00	4,948.00
190	ASPHALT SP-9.5 (1.5") >50-TNS	110.00	TN	191.00	21,010.00
200	6" SOLID YELLOW 0-2000 LF	200.00	LF	0.35	70.00
210	24" SOLID WHITE 0-100 LF	25.00	LF	3.50	87.50
220	12" SOLID WHITE 0-500 LF	94.00	LF	2.50	235.00
	SW 8th St- SW 11th Ave to SW 12th Ave				26,350.50
230	MILLING 1.5"-MAX 501-1000-SY	734.00	SY	22.00	16,148.00
240	ASPHALT SP-9.5 (1.5") >50-TNS	70.00	TN	191.00	13,370.00
250	6" SOLID YELLOW 0-2000 LF	200.00	LF	0.35	70.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
260	24" SOLID WHITE 0-100 LF	25.00	LF	3.50	87.50
	SW 9th St- SR441 to SW 2nd Ave				29,675.50
270	MILLING 1.5"-MAX >1000-SY	4,690.00	SY	4.00	18,760.00
280	ASPHALT SP-9.5 (1.5") >50-TNS	410.00	TN	191.00	78,310.00
290	12" SOLID WHITE 0-500 LF	125.00	LF	2.50	312.50
300	6" 10'-30' SKIPS YELLOW 0-1 MI	0.50	MI	850.00	425.00
310	24" SOLID WHITE 0-100 LF	20.00	LF	3.50	70.00
320	6" SOLID YELLOW 0-2000 LF	400.00	LF	0.35	140.00
330	SP-9.5 LEVELING COURSE 20-50-TNS	50.00	TN	900.00	45,000.00
	SW 6th St- SW 11 Ave to SW 7th Ave				143,017.50
GRAND TOTAL					\$503,230.50

NOTES:

CWR has included roadway QC for the asphalt paving only.

Bituminous Tack Coat is included in Asphalt prices.

Bond is not included. Add 1% if required.

Layout is not included.

Drainage of pavement surface where the design slope is less than 2%, will not be guaranteed.

Pricing is based on 1 mobilization, add \$8,000 for each additional mobilization.

Asphalt Overruns will be billed at the above unit prices.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of CWR.

CWR will not be responsible for the protection or cleaning of any decorative brick pavers, curbing, bridge decks, driveways, etc. while performing our portion of the work.

#1. NW 11th Ave – 70 to NW 7th Ct.



#2. NW 2nd St – NW 6th Ave to NW 9th Ave



#3 SW 6th St – SW 11th Ave to SW 12th Ave

#4 SW 8th St – SW 1th Ave to SW 12th Ave

#6 SW 6th St – SW 11th Ave to SW 7th Ave



#5 SW 9th St – SR 441 to SW 2nd St.





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: Ordinance No. 1334 – Rezoning Petition No. 26-001-R, Diamond R Fertilizer Co., Inc.

Date: October 20, 2026

From: Denise Whitehead, City Administrator

Background:

Ordinance No. 1334 is presented for second reading and final public hearing. The ordinance proposes to amend the City's Official Zoning Map by rezoning approximately 1.61 acres, consisting of five parcels in Block 80, from Residential Single-Family One (RSF-1) to Industrial (IND).

The subject property is located between NE 4th Avenue and NE 5th Avenue, in the area of NE 6th Street and NE 7th Street. The property is owned by Diamond R Fertilizer Co., Inc., with Jeffrey M. Sumner serving as the applicant's authorized agent.

The applicant intends to expand the existing Diamond R Fertilizer operation located north of the subject property. The proposed expansion includes storage and retail sales to support the existing business. The property currently consists primarily of vacant land, with one parcel containing a single-family residence.

The rezoning application was submitted concurrently with Comprehensive Plan Future Land Use Map Amendment Application No. 26-001-SSA, which requests a change from Single-Family Residential to Industrial. Approval of the associated Comprehensive Plan amendment is necessary for the proposed industrial zoning to be consistent with the City's Comprehensive Plan.

City Administrator recommends that City Council conduct the public hearing, consider the application and supporting staff report, and determine whether to approve Ordinance No. 1334, subject to the required approval and effective-date provisions associated with Comprehensive Plan Amendment No. 26-001-SSA.

ORDINANCE NO. 1334

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL SINGLE FAMILY-ONE TO INDUSTRIAL; PETITION NO. 26-001-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City has received and reviewed Petition No. 26-001-R, submitted by Jeffrey Sumner, as Agent on behalf of the property owner, Diamond R Fertilizer Co., Inc., pursuant to the Land Development Regulations of the City for the purpose of rezoning a certain tract of land consisting of 1.61± acres from Residential Single Family-One (RSF-1) to Industrial (IND); and that this request be removed from the boundaries of the above-mentioned Zoning District to allow for the processing of said Rezoning Petition; and

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

WHEREAS, said Rezoning Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on August 20, 2026, determined that said Rezoning Petition is consistent with the Comprehensive Plan; and

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

NOW, THEREFORE, be it ordained before 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; that:

SECTION 1: RECITALS ADOPTED.

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

SECTION 2: LEGAL DESCRIPTION.

The following described land consisting of approximately 1.61± acres, as the subject property, located in the City, to-wit:

LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 3: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City be amended to reflect the subject property to be changed from RSF-1 to IND.

SECTION 4: CONFLICT.

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

SECTION 5: SEVERABILITY.

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

SECTION 6: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Small Scale Future Land Use Map Amendment, Application No. 26-001-SSA, is adopted and not timely challenged. If the Comprehensive Plan Amendment is timely challenged, this Ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a Final Order determining the Comprehensive Plan Amendment to be in compliance.

INTRODUCED for First Reading and set for final Public Hearing on this 21st day of September 2026.
Roll Call Vote:

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

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and final Public Hearing this 20th day of October 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:

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

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.**

V. PUBLIC HEARING ITEM A CONTINUED

subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. The **Motion Carried Unanimously** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026.

VICE CHAIRPERSON BRASS OPENED THE QUASI-JUDICIAL HEARING AT 6:32 P.M.

QUASI-JUDICIAL ITEM

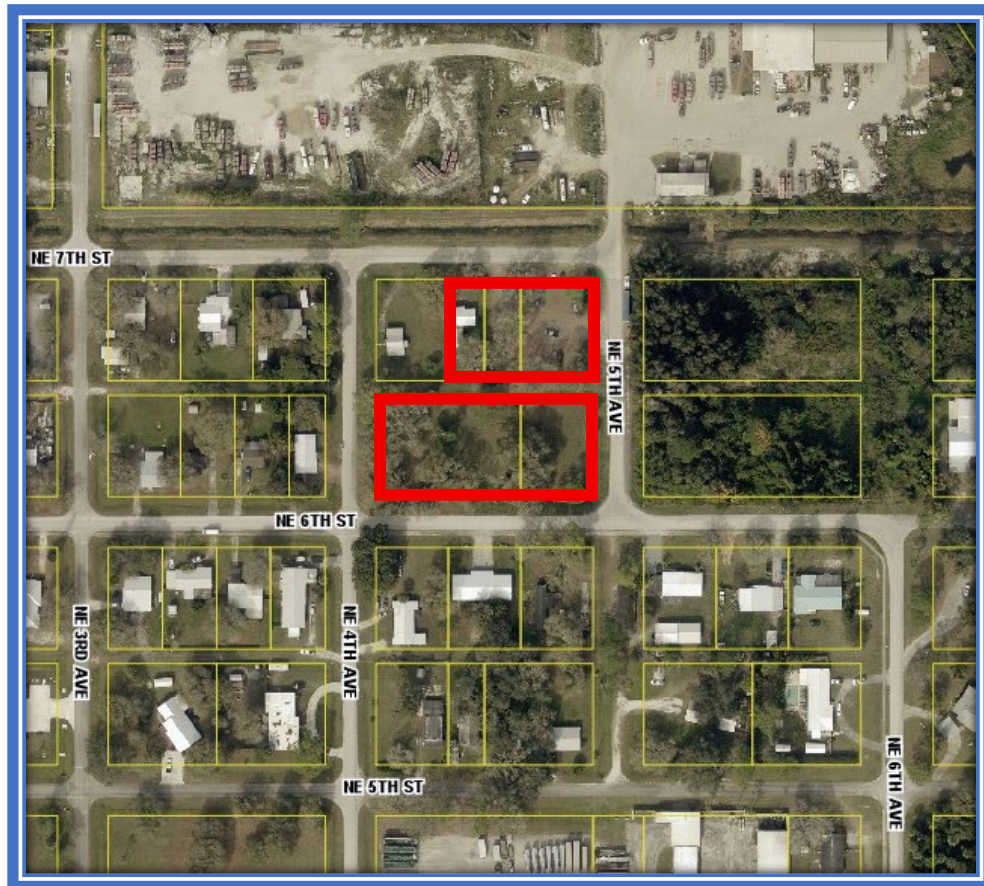
B. Rezoning Petition No. 26-001-R, requests to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - City Planning Consultant (Exhibit 3).

1. Marissa Fewell of Morris-Depew presented the Rezone Petition for the 4 vacant parcels and 1 parcel with a single family dwelling on it. The owner is looking to expand their existing industrial facility located to the north. Ms. Fewell went through Staff Report pages 2 and 3 noting consistency with LDC Section 70-340 and is consistent with the City's Comprehensive Plan.
2. Board Secretary Chris Frates administered the Oath to Mr. Sumner, representative for the property owner, Diamond R Fertilizer Co., Inc.
3. Mr. Sumner agrees with the Staff Report and recommendations and can answer any questions. Member Jonassaint asked how big the store would be and on what side of the map. Mr. Sumner responded that at this point there is no design for the retail space or parking which will be on the South side of the canal. Design plans are being developed for the plant site. Member Jonassaint asked if signs were posted for neighbors. Did we receive any letters? Board Secretary Frates responded yes, signs were posted and postcards were mailed to neighbors. One card came back undeliverable and no communications were received by surrounding property owners.
4. No other public comments were made.
5. No Ex-Parte disclosures were offered.
6. Motion by Member Baughman, seconded by Member Berlin to recommend approval to the City Council for Rezoning Petition No. 26-001-R, to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - **Motion Carried Unanimously**. The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026 and October 20, 2026.

VICE CHAIRPERSON BRASS CLOSED THE QUASI-JUDICIAL HEARING AT 6:41 P.M.

26-001-R

Rezoning Staff Report



Applicant | Diamond R Fertilizer Co., Inc.
Address | Lots 1-4 and 7-12, Block 80, City of Okeechobee



Prepared for The City of Okeechobee

General Information

Owner: Diamond R Fertilizer Co., Inc.

Applicant: Diamond R Fertilizer Co., Inc.

Primary Contact: Jeffrey M. Sumner, P.E. (863) 634-9474, jeff@sumnerengineering.com

Site Address: NE 4th Avenue to NE 5th Avenue, from NE 6th ST and NE 7th ST, less Lots 5-6, Block 80

Parcel Identification: 3-15-37-35-0010-00800-0040, 3-15-37-35-0010-00800-0030,

3-15-37-35-0010-00800-0010, 3-15-37-35-0010-00800-0110, and 3-15-37-35-0010-00800-0070

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Single-Family Residential	Industrial
Zoning	Residential Single Family (RSF-1)	Industrial (IND)
Use of Property	Vacant & Single Family Residential	Industrial
Acreage	1.61	1.61

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

	Future Land Use	Zoning	Existing Use
North	Industrial	Industrial (IND)	Mineral Processing/ Industrial
East	Industrial	Industrial (IND)	Vacant Industrial
South	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential
West	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential & Multi Family Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board and City Council is a Rezoning from Residential Single-Family (RSF-1) to Industrial (IND). The request involves five parcels, totaling 1.61-acres.

The applicant has also submitted a concurrent application for an Amendment to the Future Land Use Map of the City's Comprehensive Plan (26-001-SSA) to change the future land use designation of the subject parcels from Single-Family Residential to Industrial. The applicant has stated intent to develop the property with storage and retail uses for the adjacent industrial fertilizer operation to the north. If this

rezoning is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the IND district.

The applicant has also indicated that upon approval of the currently requested future land use map amendment and the rezoning, ROW abandonment and joinder applications will likely be submitted to combine the subject parcels to the adjacent industrial fertilizer operation to the north and east.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards. The applicant has submitted responses to each standard, which are provided un-edited below. Staff comments are also provided in response to the standards and the applicant's responses.

1) The request is not contrary to comprehensive plan requirements.

Applicant Response: The application is being submitted concurrently with a SSA application seeking to change the FLU classification to Industrial. If approved, the requested zoning will not be contrary to the Comprehensive Plan.

Staff Response: If the applicant's concurrent comprehensive plan amendment request to change the Future Land Use from Single Family Residential to Industrial is approved, then staff finds that the requested zoning designation will be consistent with the Comprehensive Plan.

2) The use is specifically authorized under the zoning district regulations applied for.

Applicant Response: The proposed use is consistent with primary permitted uses in Industrial zoning.

Staff Response: Per LDC Section 90-342(1), (3), and (5), Business office, Retail service, retail store including outdoor display of merchandise, and manufacturing, processing, except those which produce explosives is an allowed use within the Industrial zoning designation. Staff finds that the requested use is consistent with the City of Okeechobee Land Development Code.

3) Approval of the request will not have an adverse effect on the public interest.

Applicant Response: The proposed use is an expansion of a long-standing, successful business in Okeechobee. The expansion will increase tax base, create employment opportunities, and will be of overall benefit to the public interest.

Staff Response: The proposed zoning change from Residential Single-Family to Industrial would allow for expansion of an existing facility into property that is currently vacant, which will promote economic growth in the community.

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

Applicant Response: The proposed use is an expansion of existing industrial uses in an urbanized area of the city. While buffering of some adjacent uses is appropriate, the proposed use is not detrimental to urbanizing land use patterns.

Staff Response: Surrounding uses include the existing fertilizer plant, vacant properties, single family and multi-family residences, and a church. There is a potential for compatibility issues with industrial uses adjacent to low density residential and churches. However, industrial facilities have existed/operated in the area between NE 7th St and the railway for decades. Allowing expansion one block southward is not necessarily incompatible. In terms of buffering, the City LDC currently requires a 2-foot-wide buffer along internal property lines and a 10-foot-wide buffer along property lines abutting rights-of-way. Historically, the City has not imposed conditions on conventional rezonings to require enhanced buffering or any other conditions of approval. Staff agrees that the proposed expansion of industrial designations is not detrimental to the existing character of the area.

- 5) *Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties.*

Applicant Response: The proposed use is not expected to affect property values, or be a deterrent to development of any vacant adjacent property.

Staff Response: Approval of this rezoning request will encourage development of the subject property which is currently vacant, apart from one parcel having an existing single-family dwelling. It is possible that development of the subject property will also encourage development of nearby vacant properties. Typically, new development increases property values. It is not clear what impacts the proposed development may or may not have on living conditions.

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

Applicant Response: There is adequate room on the property to allow adequate buffering from surrounding uses.

Staff Response: The subject property is large enough that adequate space for any required buffers is available. Once a site plan is proposed, it will be reviewed by staff and the City's Technical Review Committee for compliance with all applicable landscaping and buffering requirements.

- 7) *Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.*

Applicant Response: The proposed use is an expansion of existing industrial property, and is not expected to materially impact the density pattern in the area, nor overburden any public facilities.

Staff Response: The industrial zoning district does not permit any residential density. The subject property currently contains one dwelling unit that the Applicant has indicated will be demolished as part of future development of the property, therefore approval of this request will not affect density patterns. It is not expected that any industrial use of this property will overburden public facilities.

- 8) *Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

Applicant Response: The proposed use will be planned/designed to meet all relevant Land Development Regulation sections pertaining to traffic circulation and concurrency, drainage, etc.

Staff Response: The applicant provided a Traffic Analysis for this rezoning application and the associated Small Scale Comprehensive Plan Amendment (26-001-SSA). Staff agrees with the analysis that there is adequate roadway capacity to support the increase in traffic volume that the proposed rezoning could create. Development of the site will have to comply with all applicable stormwater management requirements.

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

Applicant Response: The proposed use has not been inordinately burdened by unnecessary restrictions.

Staff Response: Staff agrees.

Recommendation

Based on the materials provided by the applicant and the above analysis, if the City approves the associated comprehensive plan amendment request for Industrial Future Land Use, we find that this request to rezone the subject parcels from Residential Single-Family (RSF-1) to Industrial (IND) is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:



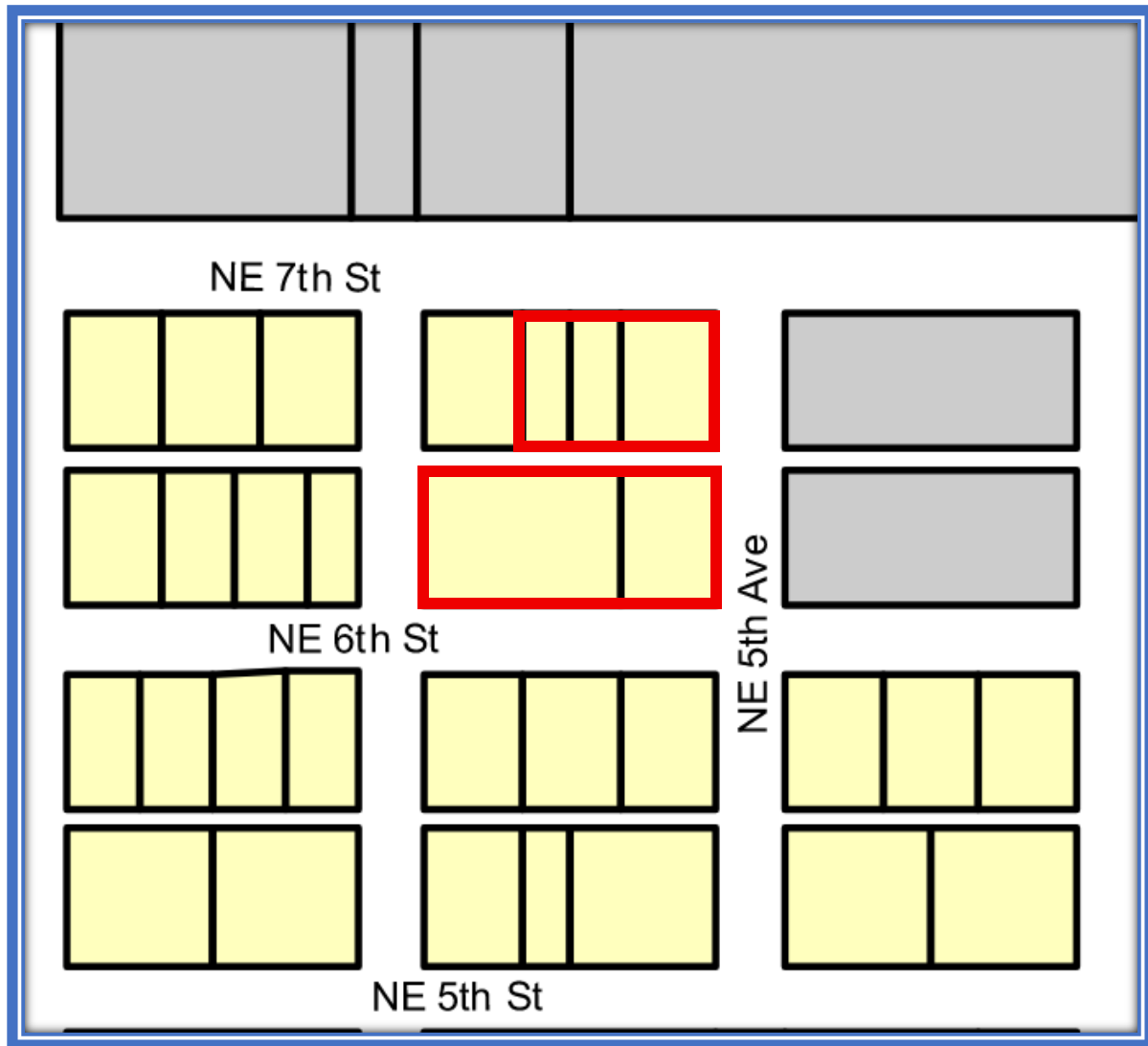
Ben Smith, AICP, Director of Planning, Morris-Depew Associates Inc.
Marissa Fewell, AICP, Senior Planner, Morris-Depew Associates Inc.
August 7, 2026

Okeechobee Planning Board Hearing: August 20, 2026

Current Zoning Map



Current Future Land Use Map



LAND USE CLASSIFICATIONS

- +++ RAILROAD CENTERLINE
- - - - HOPKINS MEANDER LINE
- +++ RAILROAD CENTERLINE
- flu_boundary_lines
- lot_line
- flu_background_parcels
- SINGLE - FAMILY RESIDENTIAL
- MIXED USE RESIDENTIAL
- MULTI - FAMILY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- PUBLIC FACILITIES



Aerial Identifying Existing Land Uses



City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>May 15 2024</u>	Petition No. <u>26-001-R</u>
		Fee Paid: <u>910.00</u>	Jurisdiction:
		1 st Hearing:	2 nd Hearing:
		Publication Dates:	
		Notices Mailed:	
Rezone, Special Exception and Variance			
APPLICANT INFORMATION			
1	Name of property owner(s): Diamond R Fertilizer Co., Inc. (applicant)		
2	Owner mailing address: 12035 US HWY 441SE, Okeechobee, FL 34974		
3	Name of applicant(s) if other than owner Diamond R Fertilizer Co., Inc., Attn: Mike Hudson		
4	Applicant mailing address: 4100 Glades Cut-off Road, Ft. Pierce, FL 34981		
	E-mail address: mike.hudson@diamond-r.com		
5	Name of contact person (state relationship): Jeffrey M Sumner (Authorized Agent) and Applicant		
6	Contact person daytime phone(s): 863-634-9474		
PROPERTY INFORMATION			
7	Property address/directions to property: NE 4th Avenue to NE 5th Avenue, from NE 6th Street to NE 7th Street, less Lots 5-6, Block 80 <u>Lots 1-4, 7-12 of Block 80, CITY OF OKEECHOBEE PDS, PG 5, Oku County Public Records</u>		
8	Describe current use of property: One single-family residence, and otherwise vacant on remaining parcels.		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc. One single-family residence on Lot 4. Source of potable water: OUA Method of sewage disposal: Septic		
10	Approx. acreage: 1.61 acres Is property in a platted subdivision? No		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No		
12	Is a pending sale of the property subject to this application being granted? No		
13	Describe uses on adjoining property to the North: North: Industrial East: Vacant Industrial South: Mobile Hm and Multi-Family Residential West: Single-Family Residential		
14	Existing zoning: RSF - One Future Land Use classification: Single-Family Residential		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<u>X</u>) No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>X</u>) Rezone () Special Exception () Variance		
17	Parcel Identification Number: 3-15-37-35-0010-00800-0040,-		

3-15-37-35-0010-00800-0030; 3-15-37-35-0010-00800-0010,
 3-15-37-35-0010-00800-0070 & 3-15-37-35-0010-00800-0110

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

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature

Printed Name

Jeffrey M Sumner

Date

May 15, 2026

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

**City of Okeechobee
Owner/Applicant Agent Authorization**

Project Name: Diamond R Fertilizer

Application Type (if available): Rezoning, Land Use Amendment, Site Plan

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization(s) indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

Printed Name of Authorized Agent: **JEFFREY M SUMNER**

Typed/Printed Name of Owner/Applicant: Diamond R Fertilizer Co., Inc., Attn: Mike Hudson

Corporate Title if Applicable: President / CEO

Signature of Owner/Applicant: 

Date: 1/2/2025

**STATE OF FLORIDA
COUNTY OF**

The foregoing instrument was acknowledged before me by means of 1 physical presence or
____ online notarization, this 2 day of January, 2025, by Michael Hudson,
(Name of Person)

who is personally known to me or produced _____ as identification.




NOTARY PUBLIC SIGNATURE

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

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

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

- The proposed rezoning is not contrary to Comprehensive Plan requirements.
The application is being submitted concurrently with a SSA application seeking to change the FLU classification to Industrial. If approved, the requested zoning will not be contrary to the Comprehensive Plan.
- The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
The proposed use is consistent with primary permitted uses in Industrial zoning.
- The proposed use will not have an adverse effect on the public interest.
The proposed use is an expansion of a long-standing, successful business in Okeechobee. The expansion will increase tax base, create employment opportunities, and will be of overall benefit to the public interest.
- The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is
The proposed use is an expansion of existing industrial uses in an urbanized area of the City. While buffering of some adjacent uses will be appropriate, the proposed use is not detrimental to urbanizing land use patterns.
- The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.
The proposed use is not expected to affect property values, or be a deterrent to development of any vacant adjacent property.

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

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

There is adequate room on the property to allow adequate buffering from surrounding uses.

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

The proposed use is an expansion of existing industrial property, and is not expected to materially impact the density pattern in the area, nor overburden any public facilities.

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

The proposed use will be planned / designed to meet all relevant Land Development Regulation sections pertaining to traffic circulation and concurrency, drainage, etc.

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

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

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

Parcel ID Number: 3-15-37-35-0010-00800-0110 &
3-15-37-35-0010-00800-0010

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33048

FILE NUM 2014001995
OR BK 743 PG 262
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:22:14 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 262 - 263; (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

MARVIN V ARNOLD, A MARRIED MAN,

whose address is 12261 NE 120TH STREET, OKEECHOBEE, FL 34972, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO., INC., A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES CUT-OFF ROAD, FORT PIERCE, FL 34981, hereinafter called the grantee:

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

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

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 3-15-37-35-0010-00800-0110 & 3-15-37-35-0010-00800-0010

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

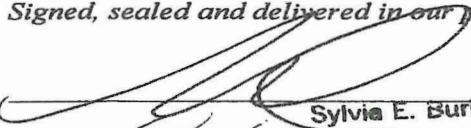
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

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

Signed, sealed and delivered in our presence:



Witness Printed Name **Sylvia E. Burk**

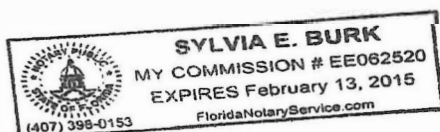


Witness Printed Name **SUE STARR**

 (Seal)
MARVIN V ARNOLD
Address: 12261 NE 120TH STREET, OKEECHOBEE, FL 34972

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by MARVIN V ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.





Notary Public **Sylvia E. Burk**
Print Name:
My Commission Expires _____

Exhibit "A"

LOTS 1, 2, 11 AND 12 OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY,
FLORIDA.(sv'da'14)

PARCEL ID #3-15-37-35-0010-00800-0010; # 3-15-37-35-0010-00800-0110

COPY

File Number: 33048

Legal Description with Non Homestead
Closer's Choice

Parcel ID Number: 3-15-37-35-0010-00800-0030

Prepared by and return to:

Okeechobee Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33049

FILE NO. 2014001997
OR BK 743 PG 266
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:26:10 PM
AMT \$10,000.00
RECORDING FEES \$18.50
DEED DOC \$70.00
RECORDED BY M Pinon
Pgs 266 - 267 (2 pgs)

Warranty Deed

This Indenture, Executed this February 18, 2014 A.D. Between

BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN,

whose address is K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC., A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

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

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

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF MARVIN ARNOLD.

Parcel ID Number: 3-15-37-35-0010-00800-0030

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

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

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

Signed, sealed and delivered in our presence:

Witness Printed Name Sylvia E. Burk

Witness Printed Name SUE STARR

Brian M. Arnold (Seal)

BRIAN M. ARNOLD
Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

Marvin V. Arnold (Seal)

MARVIN V. ARNOLD
Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 18, 2014, by BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.



Notary Public
Print Name: Sylvia E. Burk

My Commission Expires _____

Exhibit "A"

LOT 3, BLOCK 80, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ✓

COPY

File Number: 33049

Legal Description with Non Homestead
Closer's Choice



Prepared by and return to:
FRANK H. FEE, IV

Fee and Fee, PLLC
400 NW 2nd Street
Okeechobee, FL 34972
863-763-3131
File No.: 22-3433

Parcel Identification No. 3-15-37-35-0010-00800-0040

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7th day of March, 2023 Between

NORTHEAST 7, LLC, a Florida limited liability company whose post office address is 13227 153RD ROAD NORTH, Jupiter, FL 33478 of the County of Palm Beach, State of Florida, grantor*, and

DIAMOND R FERTILIZER CO., INC., a Florida corporation whose post office address is 4100 GLADES CUT-OFF ROAD, Fort Pierce, FL 34981 of the County of Saint Lucie, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okeechobee County Florida, to-wit:

Lot 4, Block 80, OKEECHOBEE, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 5, Public Records of Okeechobee County, Florida.

Subject to restrictions, reservations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

NORTHEAST 7, LLC, a Florida limited liability company
By: William C. Kennedy and Leslie A. Kennedy, as
Trustees of the William and Leslie Kennedy Trust, as
Manager

By: William C. Kennedy
WILLIAM KENNEDY, Trustee

By: Leslie Kennedy
LESLIE KENNEDY, Trustee

Witness Name: Gabriella Trench

Witness Name: Patrick Connelly

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2023 by WILLIAM KENNEDY and LESLIE KENNEDY, Trustees of The William and Leslie Kennedy Trust as Manager of NORTHEAST 7, LLC, on behalf of the company on behalf of the company, who ☒ are personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Notary Public

Parcel ID Number: 3-15-37-35-0010-00800-0070

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33050

FILE NUM 2014001996
OR BK 743 PG 264
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:24:12 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 264 - 265 (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

RANDALL W. ELLERBEE, AN UNMARRIED MAN,

whose address is P.O. BOX 280, OKEECHOBEE, FL 34973, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC, A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

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

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

Legal Description as Exhibit "A"

Parcel ID Number: 3-15-37-35-0010-00800-0070

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

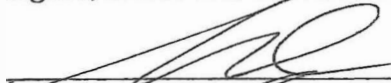
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

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

Signed, sealed and delivered in our presence:



Witness Printed Name **Sylvia E. Burk**



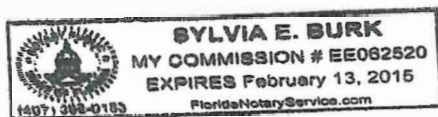
Witness Printed Name **SUE STARR**

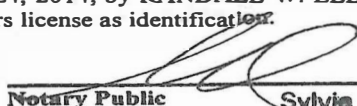


RANDALL W. ELLERBEE (Seal)
Address: P.O. BOX 280, OKEECHOBEE, FL 34973

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by RANDALL W. ELLERBEE, AN UNMARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.





Notary Public **Sylvia E. Burk**
Print Name: _____

My Commission Expires _____

Exhibit "A"

LOTS 7, 8, 9 AND 10, BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ↓

COPY

File Number: 33050

Legal Description with Non Homestead
Closer's Choice

THIS MAP WAS PREPARED FOR THE
OKEECHOBEE COUNTY PROPERTY APPRAISERS
OFFICE. IT IS NOT TO BE USED FOR ANY OTHER
PURPOSES WITHOUT THE WRITTEN CONSENT OF THE
OFFICE.

OKEECHOBEE COUNTY PROPERTY APPRAISERS OFFICE



100 FOOT BUFFER

NE 3RD AVE

NE 6TH ST

NE 7TH ST

NE 4TH AVE

SUBJECT PARCELS

NE 5TH AVE

NE 6TH AVE

Petition No. _____

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of May 15, 2026 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 15th day of May, 20 26.



Signature of Applicant

May 15, 2026

Date

Jeffrey M Sumner

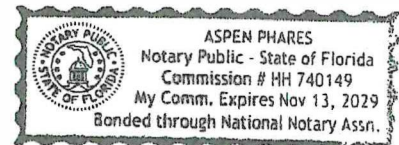
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 20 26, by Jeffrey Sumner, who is personally known to me or produced as identification.
(Name of Person)

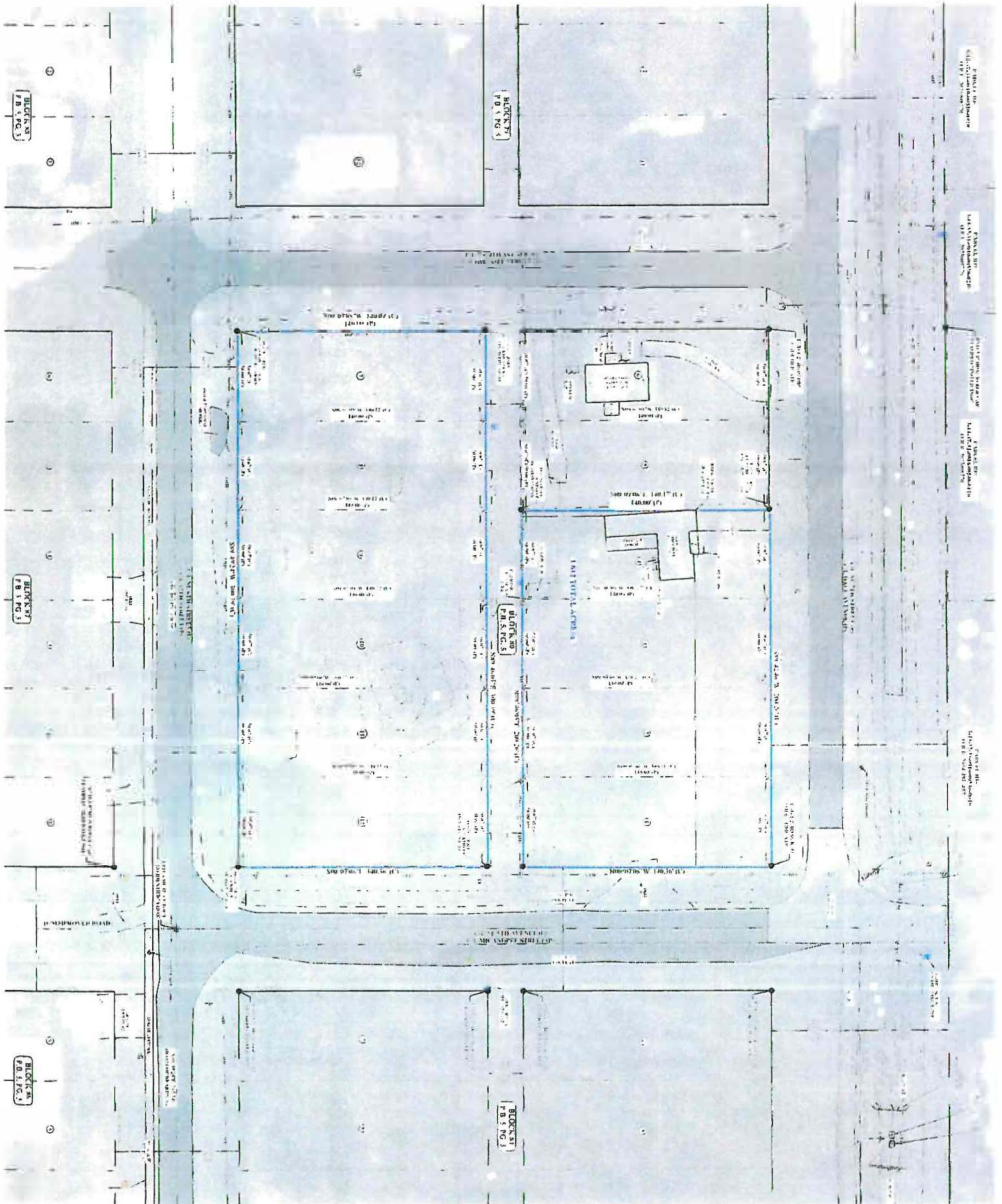


NOTARY PUBLIC SIGNATURE



PARCEL NUMBER	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
3-15-37-35-0010-00530-0010	DIAMOND R FERTILIZER CO INC		4100 GLADES ROAD		FY PIERCE	FL	34981
3-15-37-35-0010-00790-0010	BARFOOT HELEN J		608 NE 4TH AVENUE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0030	COYLE WILLIAM D		306 NE 7TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-00790-0050	JIMENEZ JUAN DIAZ	JIMENEZ ANDRES GILBERTO DIAZ	5755 NE 9TH LN		OKEECHOBEE	FL	34974
3-15-37-35-0010-00790-0070	A-PRO CONSTRUCTION		3747 NW 21ST AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0090	SANDOVAL BRENDA		3747 NW 21ST AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0100	RODRIGUES ROLANDO		313 NE 6TH ST		OKEECHOBEE	FL	34972-2664
3-15-37-35-0010-00790-0120	TOVAR ARGELIZ ALEJANDRO V		601 NE 4TH AVE		OKEECHOBEE	FL	34972-2651
3-15-37-35-0010-00800-0050	ARNOLD PERRY SYLVESTER JR		SELENA B TAYLOR GUARDIAN	12035 US HWY 441 SE	OKEECHOBEE	FL	34974-2024
3-15-37-35-0010-00810-0010	DIAMOND R FERTILIZER CO INC		4100 GLADES CUT-OFF RD		FORT PIERCE	FL	34981
3-15-37-35-0010-00810-0070	DIAMOND R FERTILIZER CO INC		4100 GLADES CUT-OFF RD		FORT PIERCE	FL	34981
3-15-37-35-0010-00860-0010	IGLESIA DE CRISTO EN	OKEECHOBEE INC	506 NE 6TH AVENUE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00860-0030	WIDDIFIELD KYLE S	WIDDIFIELD MERCEDES A	504 NE 6TH ST		OKEECHOBEE	FL	34972-2684
3-15-37-35-0010-00860-0050	JIMENEZ RICHARD L	JIMENEZ ANNA N	500 NE 6TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00860-0070	DAVENPORT GARY	DAVENPORT VICKI	501 NE 5TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0010	GARCIA GENARO	GARCIA MARTHA E	1110 NW 6TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0030	ENTRY MARIE	MATHIS TIFFANY F	500 NE 3RD AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0050	KAMICHOFF KAREN	SCHMIDT DAVID A (ESTATE)	2190 SE 24TH BLVD		OKEECHOBEE	FL	34974-4469
3-15-37-35-0010-00870-0070	RAULERSON DANIEL		110 NE 10TH ST		OKEECHOBEE	FL	34972-2105
3-15-37-35-0010-00870-0090	HAYNES CHARLENE WHITE		800 SW 11TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-00870-0100	HAYNES PAUL E	HAYNES CHARLENE	800 SW 11TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-00880-0010	BROWN MICHAEL G	BROWN THERESA R	PO BOX 120		OKEECHOBEE	FL	34973-0120
3-15-37-35-0010-00880-0030	HUBER WILLIAM T		310 NE 6TH ST		OKEECHOBEE	FL	34972-2665
3-15-37-35-0010-00880-0040	WILLIAMSON JOHN	RUCKS HEATHER	1200 NE 96TH ST		OKEECHOBEE	FL	34972-0505
3-15-37-35-0010-00880-0100	SATTELY JOHN II	GALASSI COURTNEY	501 NE 4TH AVE		OKEECHOBEE	FL	34972-2649

LOCATED IN SECTION 15
TOWNSHIP 37 SOUTH
RANGE 35 EAST



AC	ACETIC ACID	467	ALANINE	472	ALANINE
AD	ADENINE	468	ALANINE	472	ALANINE
AE	AEOLIAN	469	ALANINE	472	ALANINE
AF	AFRICAN	470	ALANINE	472	ALANINE
AG	AGRICULTURE	471	ALANINE	472	ALANINE
AH	AH	472	ALANINE	472	ALANINE
AI	AI	473	ALANINE	472	ALANINE
AJ	AJ	474	ALANINE	472	ALANINE
AK	AK	475	ALANINE	472	ALANINE
AL	AL	476	ALANINE	472	ALANINE
AM	AM	477	ALANINE	472	ALANINE
AN	AN	478	ALANINE	472	ALANINE
AO	AO	479	ALANINE	472	ALANINE
AP	AP	480	ALANINE	472	ALANINE
AQ	AQ	481	ALANINE	472	ALANINE
AR	AR	482	ALANINE	472	ALANINE
AS	AS	483	ALANINE	472	ALANINE
AT	AT	484	ALANINE	472	ALANINE
AV	AV	485	ALANINE	472	ALANINE
AW	AW	486	ALANINE	472	ALANINE
AX	AX	487	ALANINE	472	ALANINE
AY	AY	488	ALANINE	472	ALANINE
AZ	AZ	489	ALANINE	472	ALANINE
BA	BA	490	ALANINE	472	ALANINE
BB	BB	491	ALANINE	472	ALANINE
BC	BC	492	ALANINE	472	ALANINE
BD	BD	493	ALANINE	472	ALANINE
BE	BE	494	ALANINE	472	ALANINE
BF	BF	495	ALANINE	472	ALANINE
BG	BG	496	ALANINE	472	ALANINE
BH	BH	497	ALANINE	472	ALANINE
BI	BI	498	ALANINE	472	ALANINE
BJ	BJ	499	ALANINE	472	ALANINE
BK	BK	500	ALANINE	472	ALANINE
BL	BL	501	ALANINE	472	ALANINE
BM	BM	502	ALANINE	472	ALANINE
BN	BN	503	ALANINE	472	ALANINE
BO	BO	504	ALANINE	472	ALANINE
BP	BP	505	ALANINE	472	ALANINE
BQ	BQ	506	ALANINE	472	ALANINE
BR	BR	507	ALANINE	472	ALANINE
BS	BS	508	ALANINE	472	ALANINE
BT	BT	509	ALANINE	472	ALANINE
BU	BU	510	ALANINE	472	ALANINE
BV	BV	511	ALANINE	472	ALANINE
BW	BW	512	ALANINE	472	ALANINE
BX	BX	513	ALANINE	472	ALANINE
BY	BY	514	ALANINE	472	ALANINE
BZ	BZ	515	ALANINE	472	ALANINE
CA	CA	516	ALANINE	472	ALANINE
CB	CB	517	ALANINE	472	ALANINE
CC	CC	518	ALANINE	472	ALANINE
CD	CD	519	ALANINE	472	ALANINE
CE	CE	520	ALANINE	472	ALANINE
CF	CF	521	ALANINE	472	ALANINE
CG	CG	522	ALANINE	472	ALANINE
CH	CH	523	ALANINE	472	ALANINE
CI	CI	524	ALANINE	472	ALANINE
CJ	CJ	525	ALANINE	472	ALANINE
CK	CK	526	ALANINE	472	ALANINE
CL	CL	527	ALANINE	472	ALANINE
CM	CM	528	ALANINE	472	ALANINE
CN	CN	529	ALANINE	472	ALANINE
CO	CO	530	ALANINE	472	ALANINE
CP	CP	531	ALANINE	472	ALANINE
CQ	CQ	532	ALANINE	472	ALANINE
CR	CR	533	ALANINE	472	ALANINE
CS	CS	534	ALANINE	472	ALANINE
CT	CT	535	ALANINE	472	ALANINE
CU	CU	536	ALANINE	472	ALANINE
CV	CV	537	ALANINE	472	ALANINE
CW	CW	538	ALAN		

bioRxiv preprint doi: <https://doi.org/10.1101/150000>; this version posted November 1, 2017. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

1. There is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
2. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
3. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
4. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
5. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
6. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
7. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
8. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
9. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.
10. This is a **small, stable, unexploited niche**, or a **hole in the niche** that has not yet been filled by a species.

[illegible][illegible]

BSM
ASSOCIATES
LAND SURVEYING SERVICES
1001 2nd St. East • Okemos, MI 48864
Ph: 517-885-1100 • Fax: 517-885-1101
www.bsm-survey.com

APPENDIX B-1
ITE FITTED CURVES

Single-Family Detached Housing (210)

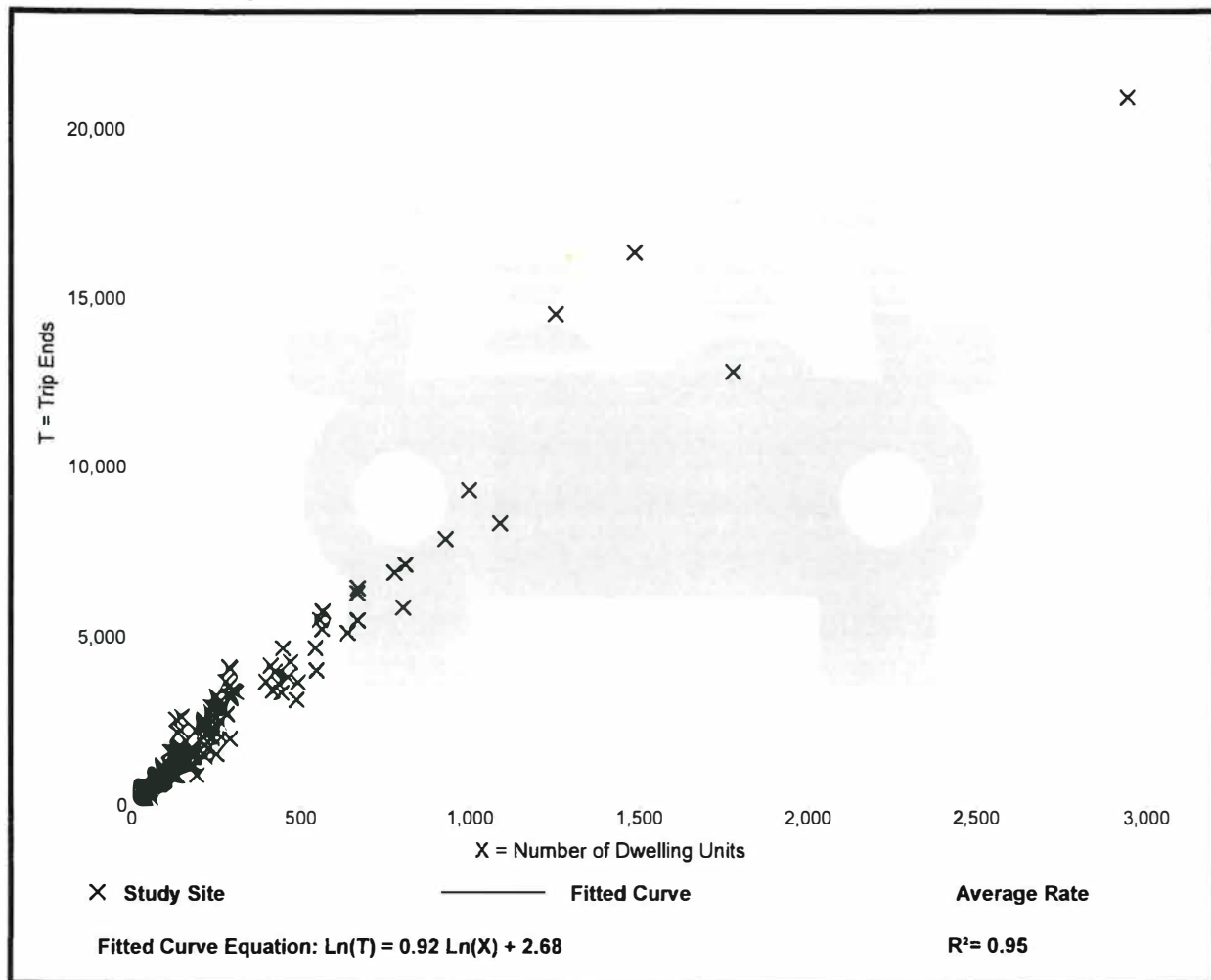
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 192

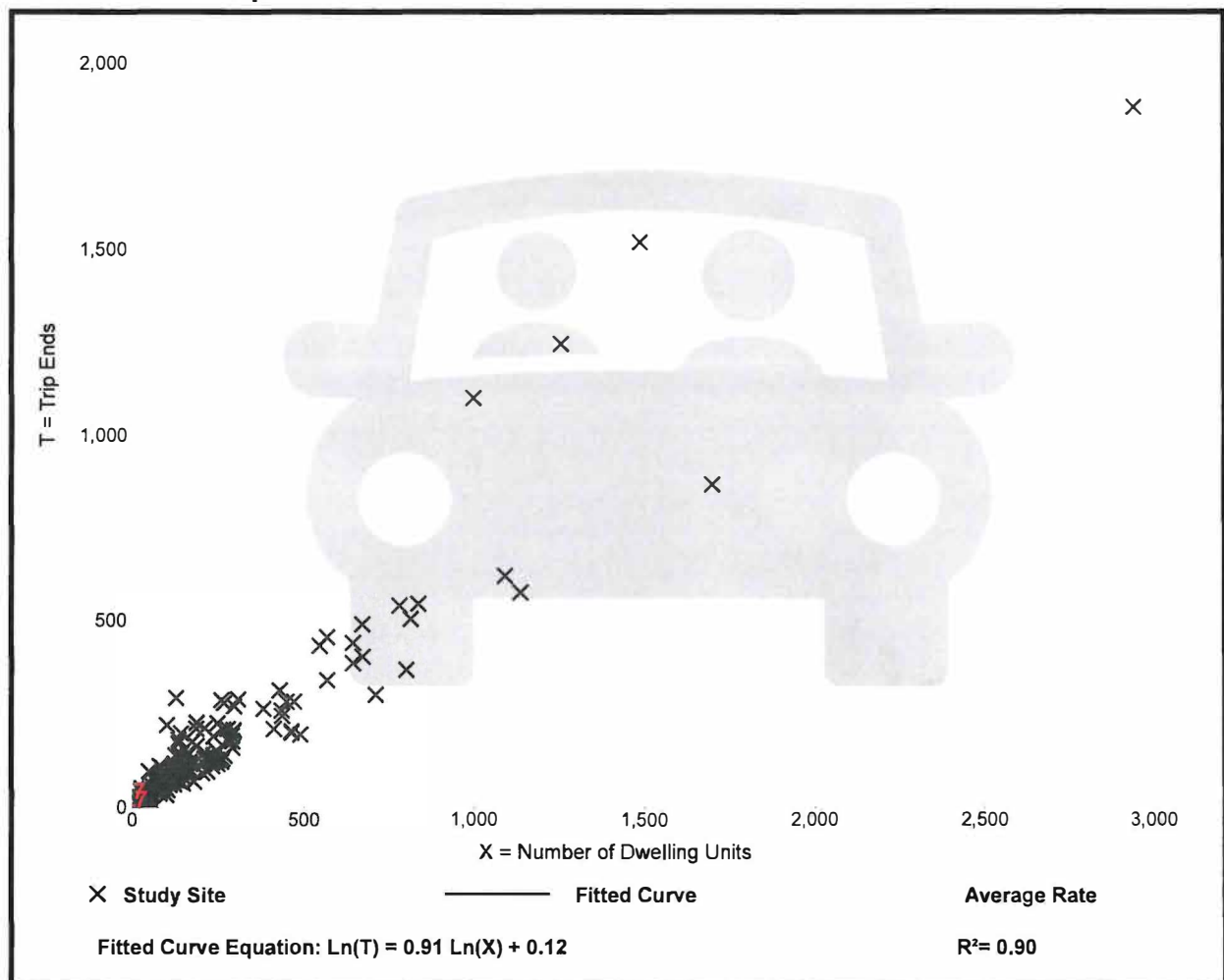
Avg. Num. of Dwelling Units: 226

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 208

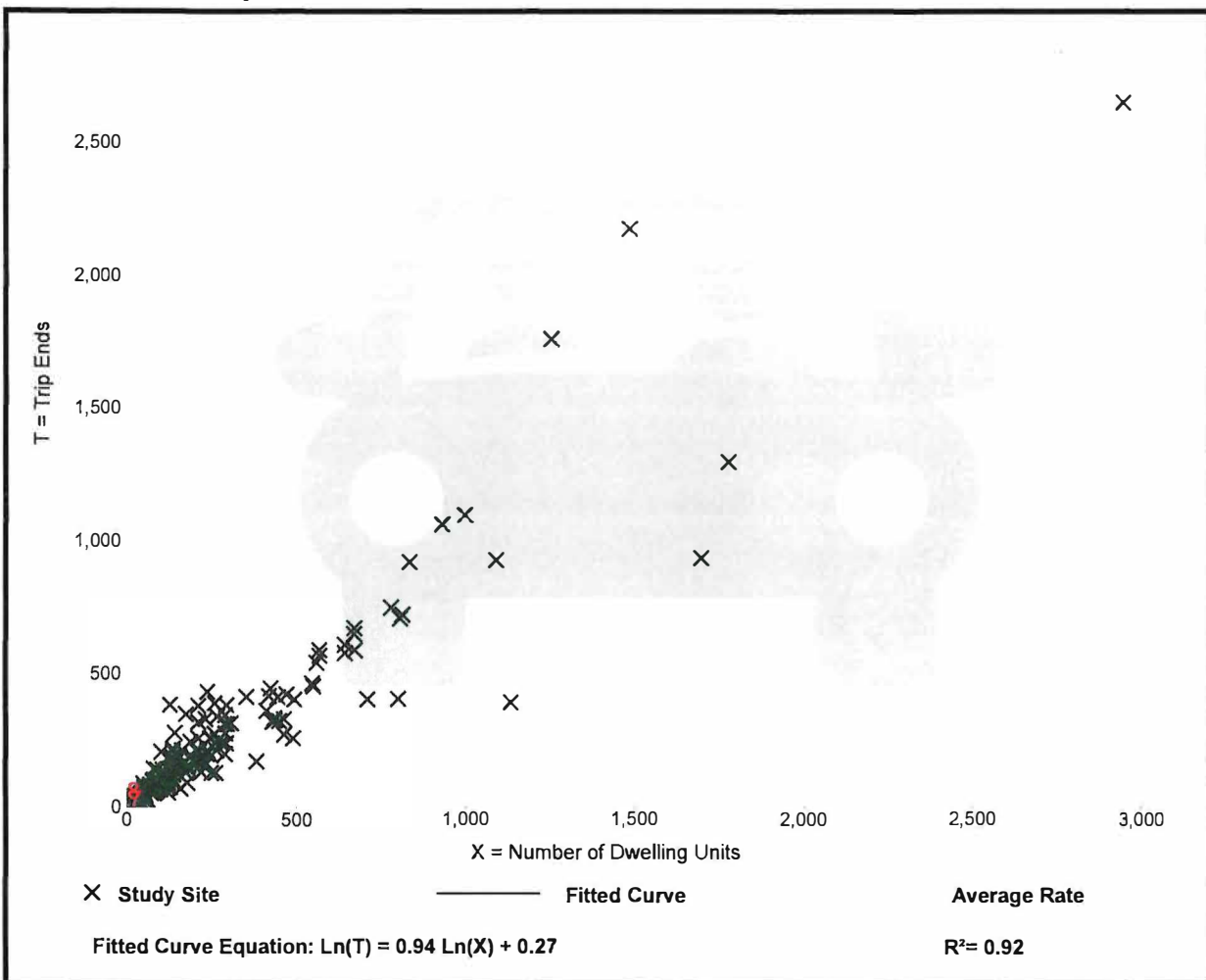
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



General Light Industrial (110)

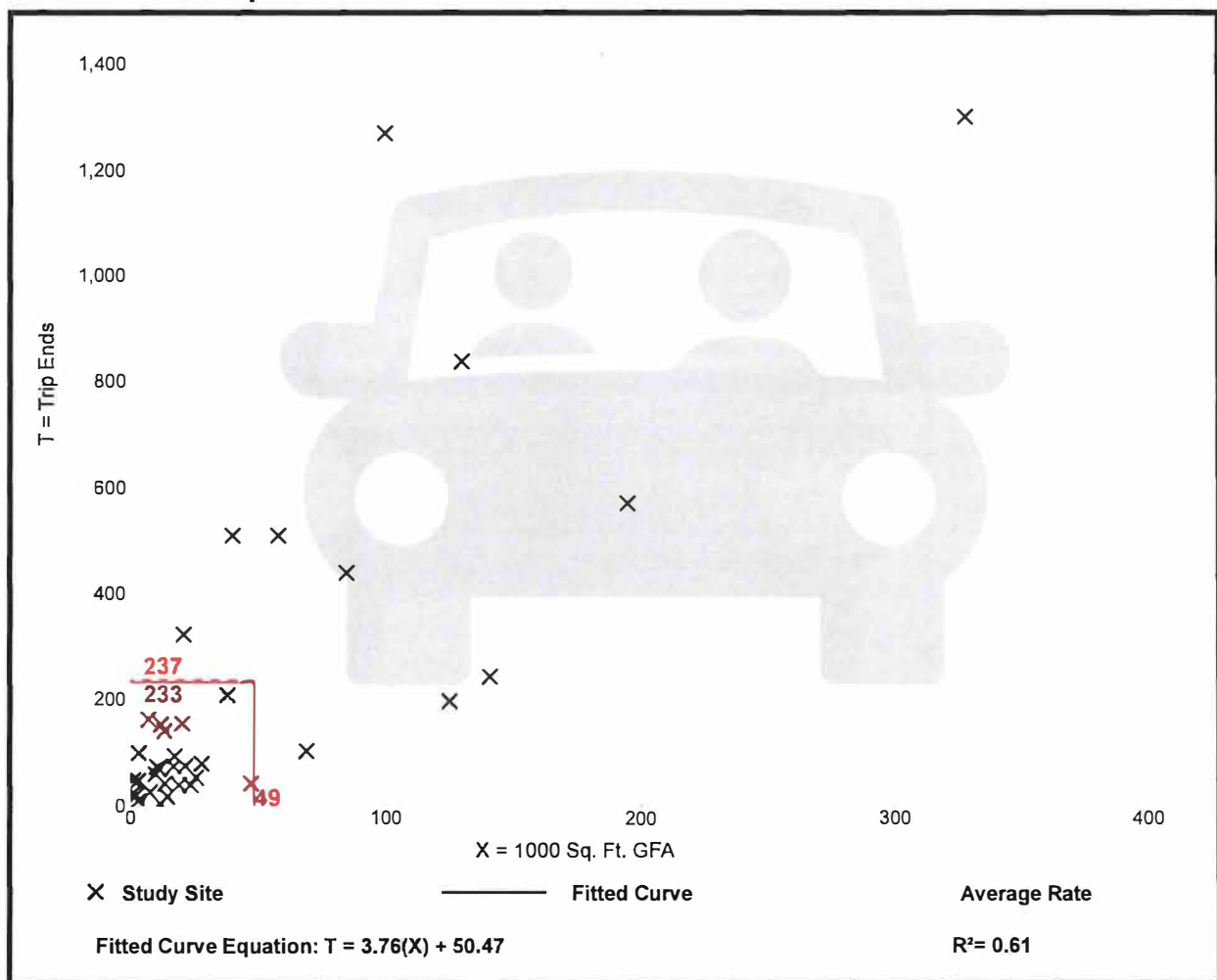
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



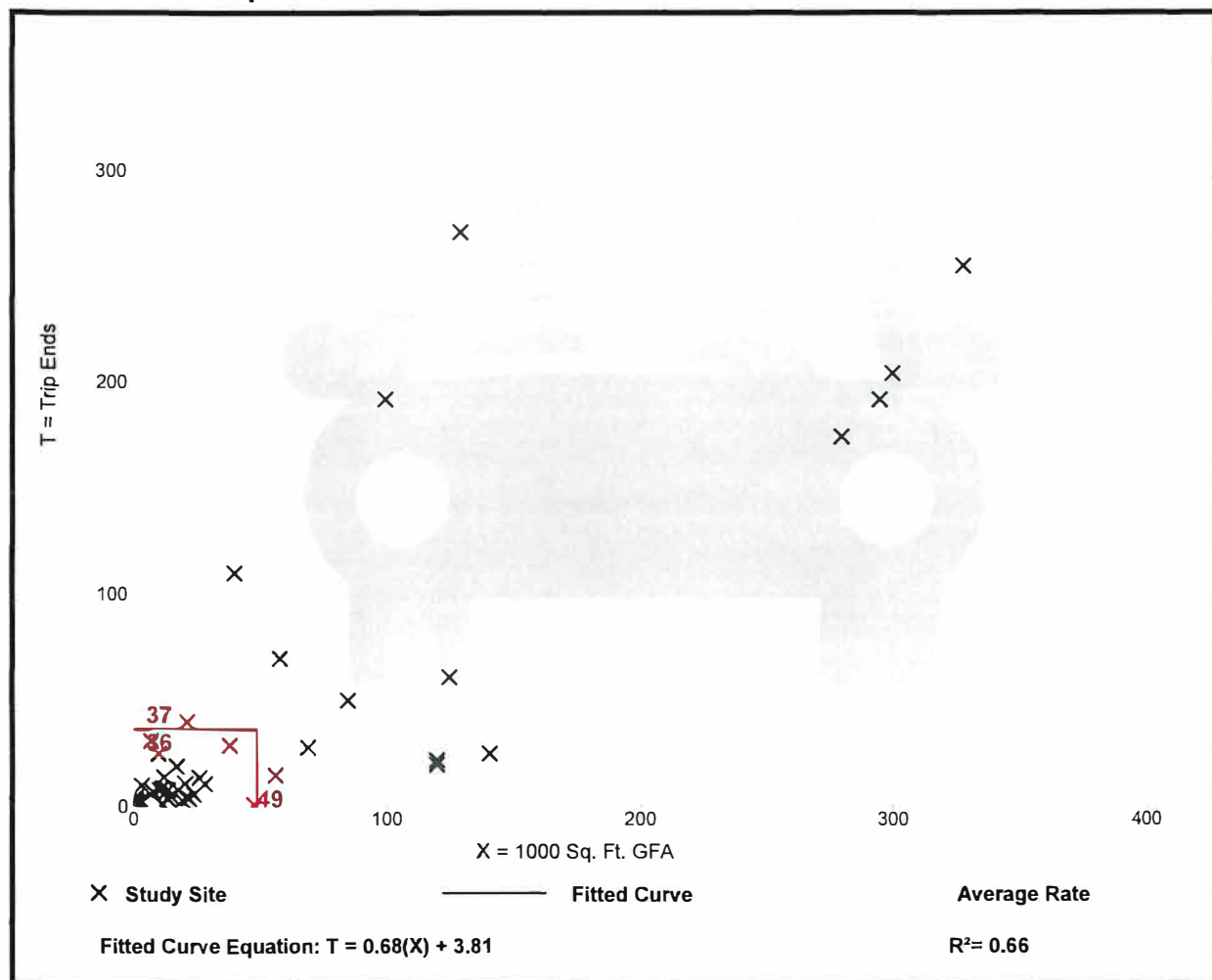
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 41
 Avg. 1000 Sq. Ft. GFA: 65
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 40
 Avg. 1000 Sq. Ft. GFA: 58
 Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation

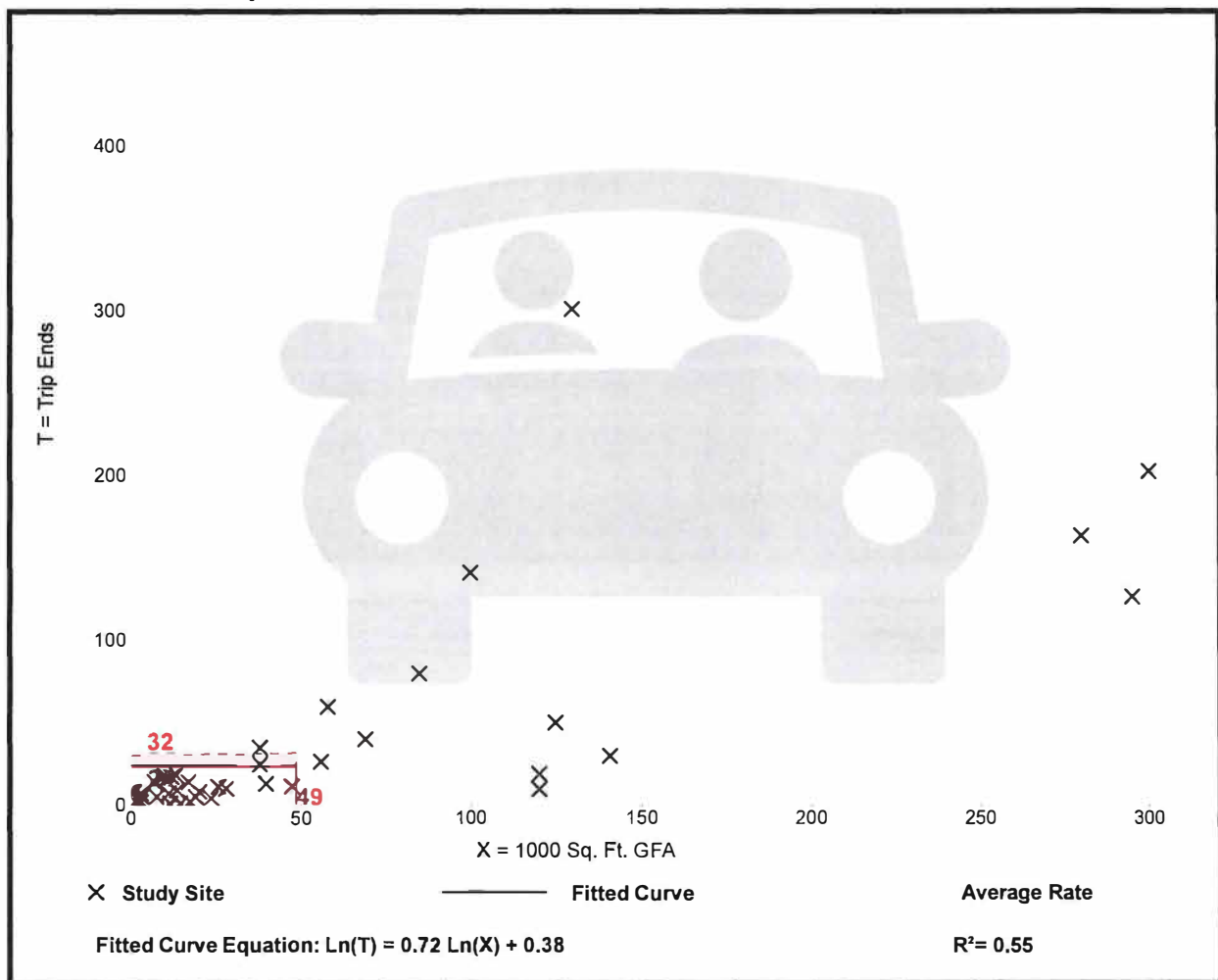


EXHIBIT C-2 SOILS MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Basinger fine sand, 0 to 2 percent slopes	2.6	1.4%
6	Manatee loamy fine sand, frequently ponded, 0 to 1 percent slopes	48.2	25.2%
11	Immokalee fine sand, 0 to 2 percent slopes	140.7	73.4%
Totals for Area of Interest		191.6	100.0%



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972

863.763.9474



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: Quarterly report to the City by Fire Services

Date: October 20, 2026

From: Denise Whitehead, City Administrator

Presented By: Justin Hazellief, Public Safety Director/Fire Chief

Background:

The purpose of this item is to provide the City Council with a quarterly update setting forth statistical information concerning the provision by the County of fire services in the City that includes the following information:

- Calls for service based on units responding
- Response Time reports, trends and other relevant performance data
- Citizen complaints and the status/disposition
- Encumbered times for units by day of week
- Fire prevention activities (past month and planned current month)
- Annual inspections and re-inspections including progress toward all required annual inspections.

Public Safety Director/Fire Chief Justin Hazellief will be present to provide the update.



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: Agreement with CivicPlus for software services

Date: October 20, 2026

From: Denise Whitehead, City Administrator

Proposed Motion:

Motion to approve the Master Services Agreement and Statement of Work with CivicPlus for the general management of software solutions.

Financial Impact:

An initial cost not to exceed \$51,268.56 with an annual recurring cost not to exceed \$57,407.93 subject to a 5% uplift to be applied in year four.

Background:

City staff have been reviewing multiple software solutions across several City departments. A proposal was received from CivicPlus that will provide software solutions for a new website including ADA required features, agenda meeting management, public records requests, permitting, BTR management, Code Enforcement, and work orders through public works. The system will include an app available to the public to report issues to City staff as well as the availability of online portals and payment options.

Note: City staff reviewed multiple software solutions reviewing costs and applicability to department needs. CivicPlus has provided documentation confirming they are a Sole Provider of the software products offered. Staff were unable to identify other vendors providing software to meet the City's needs at the same or less cost.

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

CITY OF OKEECHOBEE FLORIDA RIDER TO CIVICPLUS MASTER SERVICES AGREEMENT

THIS RIDER (“Rider”) is made as of the _____ day of _____, 202__, by and between the CITY OF OKEECHOBEE, a Florida municipal corporation (hereinafter the “CITY” or the “City,” and referred to in the MSA, defined below, as “Customer”), and CIVICPLUS, LLC (the “Contractor,” and referred to in the MSA as “CivicPlus”).

In consideration of the mutual promises contained in this Rider and contained within the CivicPlus Master Services Agreement (March 2023 form) as in effect on the date of this Rider, together with each Statement of Work (“SOW”) entered into under it (together, the “MSA”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, this Rider and the MSA are hereafter jointly referred to as the “Contract Documents” or the “Contract.” City and Contractor agree to the following as additional terms and conditions to the MSA. Capitalized terms not defined in this Rider have the meanings given in the MSA, including “Services,” “Customer Content,” and “Customer Data.”

1. PUBLIC RECORDS. Contractor acknowledges that the City is a public agency subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution; that, in providing the Services, Contractor is acting on behalf of the City as provided in section 119.011(2), Florida Statutes; and that Customer Content and Customer Data, to the extent made or received by or on behalf of the City pursuant to law or ordinance or in connection with the transaction of official business, are public records as defined in section 119.011(12), Florida Statutes. Contractor agrees to comply with Florida public records laws, including section 119.0701, Florida Statutes, and specifically agrees to:

- a) Keep and maintain public records required by the City in order to perform the service, including all Customer Content and Customer Data.
- b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, notwithstanding any fee provision of the MSA or any SOW.
- c) 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 term and following completion of the Contract if the Contractor does not transfer the records to the City. Sections 24 and 25 of the MSA do not authorize the use, disclosure, or retention of any such record except as authorized by law.

- d) Meet all requirements for retaining public records, and not delete, destroy, discard, or withhold from the City any public record, including under Sections 1, 5, 9, or 23 of the MSA or because of any payment dispute, except as authorized by the applicable records retention schedule and the City's written direction. Contractor shall preserve any public record that is the subject of a pending public records request or of litigation until the City notifies Contractor in writing that the record may be released from preservation.
- e) Upon completion or termination of the Contract for any reason, and without regard to whether the City has paid all amounts invoiced, transfer, at no cost to the City, all public records in possession of the Contractor, or, if the City so elects in writing, keep and maintain the public records required by the City to perform the service. Section 9 of the MSA does not apply to this transfer, and Contractor shall not delete any Customer Content or Customer Data under Section 9 of the MSA until the City confirms in writing that the transfer is complete. If Contractor transfers all public records to the City, Contractor shall then destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records after completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, within thirty (30) days after the City's written request.
- f) Forward to the City's custodian of public records, within two (2) business days after receipt, any request to inspect or copy public records that Contractor receives, and not respond to, deny, or delay action on any such request except as directed in writing by the City's custodian.
- g) Require each subcontractor, hosting provider, and third-party provider that holds public records on Contractor's behalf, including those described in Sections 24 and 25 of the MSA, to comply with this Section 1, and remain responsible to the City for their compliance.
- h) *Confidentiality and proprietary-rights provisions.* Contractor acknowledges that a record may be withheld from public inspection only if a statute makes it exempt or confidential, and not by agreement of the parties. No provision of the MSA (including Sections 10(i) and 12), no CivicPlus terms of use, privacy policy, help center, or documentation terms, and no nondisclosure or confidentiality agreement between Contractor and the City or any City officer or employee, whether signed before or after the date of this Rider, shall prohibit, restrict, condition, or delay the City's inspection, copying, or release of any public record as required by Chapter 119, Florida Statutes, or require the City to give Contractor notice or an opportunity to seek relief before doing so, and no release made by the City in compliance with Chapter 119 is a breach of any such provision or agreement. The City, as custodian, alone determines whether

a record is exempt or confidential. If Contractor contends that a record it provides is a trade secret, as defined in section 688.002, Florida Statutes, and exempt under section 119.0715, Florida Statutes, or is exempt under another specific statute, Contractor shall so identify the record in writing at the time of delivery and cite the statute relied upon, and the City will redact only the portion of the record to which an exemption validly applies, as required by section 119.07(1), Florida Statutes. If Contractor disputes the City's decision to release a record, Contractor's sole recourse is to seek relief from a court of competent jurisdiction at its own expense, and the City has no duty to withhold the record absent a court order or to defend Contractor's position. Contractor shall reimburse the City for the reasonable attorney's fees and costs the City incurs in any action arising from the City's withholding or release of a record at Contractor's request or designation.

- i) *Custodian.* Nothing in the MSA, including the reference to Contractor as "data custodian" in Section 26, makes Contractor the custodian of public records, as defined in section 119.011(5), Florida Statutes. The City remains the custodian of its public records.
- j) *Remedies.* Contractor's failure to comply with this Section 1 is a material breach of the Contract. If Contractor does not comply with a request from the City for records, the City shall enforce this Section 1 as provided in section 119.0701, Florida Statutes, and the Contract Documents, and may terminate the Contract immediately upon written notice, without the cure period in Section 1 of the MSA. Contractor shall be liable for the reasonable costs of enforcement, including reasonable attorney's fees, incurred by the City in enforcing this Section 1. The limitations of liability in Sections 32 through 34 of the MSA do not apply to Contractor's obligations under this Section 1.

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, LANE GAMIOTEA, CITY CLERK, 863-763-3372; EMAIL: lgamiotea@cityofokeechobee.com; MAILING ADDRESS: City of Okeechobee, 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974.

2. E-VERIFY. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095(5)(a), Florida Statutes. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

- a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving

funding under the Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- b) Secure an affidavit from all subcontractors (providing services or receiving funding under the Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- c) Maintain copies of all subcontractor affidavits for the duration of the Contract and provide the same to the City upon request;
- d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; and
- e) Acknowledge that, as provided in Section 448.095(5), Florida Statutes, the City must terminate the Contract if it has a good faith belief that Contractor or any subcontractor has knowingly violated Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), and that such a termination is not a breach of the Contract by the City.

3. SCRUTINIZED COMPANIES.

- a) The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate the Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or are engaged in a boycott of Israel during the term of the Contract.
- b) If the Contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes, and are not engaged in business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes. Pursuant to section 287.135, the City may immediately terminate the Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged in business operations in Cuba or Syria during the term of the Contract.
- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract.

- d) The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of the Contract, including any and all renewals.
- e) The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- f) As provided in Subsection 287.135(8), Florida Statutes, the contracting prohibitions described in paragraph (b) above become inoperative on the date that federal law ceases to authorize the states to adopt and enforce such contracting prohibitions.

4. HUMAN TRAFFICKING

- a) Section 787.06(14), Florida Statutes, requires that:

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.

- b) The Human Trafficking Affidavit is made part of and incorporated into this Rider. See below.

5. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Rider and the remaining Contract Documents. To the extent that there exists a conflict between this Rider and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Rider shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

Without limiting the foregoing, this Rider prevails over any nondisclosure or confidentiality agreement, terms of use, privacy policy, help center or documentation terms, order form, click-through, or other document or term, whether now existing or later signed, accepted, or posted, between Contractor and the City or any City officer or employee. Section 48 of the MSA does not apply to this Rider: no unilateral update, notice, or continued use of the Services amends, waives, or supersedes any provision of this Rider, which may be amended only by a writing signed by authorized representatives of both parties. The City's rights to terminate under Sections 2 and 3 of this Rider take effect upon written notice, without the cure period in Section 1 of the MSA.

The undersigned, on behalf of the Contractor listed below (the "Nongovernmental Entity" as described in Section 787.06(14), Florida Statutes), hereby represents that

he or she has read and agrees to comply with the foregoing. Additionally, the Contractor attests under penalty of perjury as follows:

- a) The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b) If, at any time in the future, the Contractor uses coercion for labor or services, it will immediately notify the City, and no contracts may be executed, renewed, or extended between the parties.
- c) I understand that I am swearing or affirming under oath the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- d) The Affiant is authorized to execute this Affidavit on behalf of the Contractor.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

CONTRACTOR: CIVICPLUS, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, in his/her _____ capacity as _____ for _____ . He/she ☐ is personally known to me or ☐ has produced as identification.

(Affix Notary Stamp or Seal Below)

Notary Public Signature

FOR THE CITY:

CITY OF OKEECHOBEE, a Florida
municipal corporation

By: Dowling R. Watford Jr. Mayor

Date Executed: _____

Attest:

By: _____
Lane Gamiotea, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

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



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: Update on City Clerk Position

Date: October 20, 2026

From: Denise Whitehead, City Administrator

Proposed Motion:

No motion required

Background:

The application window for the City Clerk Position closed on October 9, 2026. The City received 19 applications, 16 of which were deemed complete. Those applications were scored by three City Staff according to a rubric developed based off the job description.

Copies of the resumes and scores were provided to the City Council. Staff have identified **November XX** as a suitable date for City Clerk interviews.

City Administrator recommends the City Council identify which candidates will be offered the opportunity to interview for the position and provide any additional direction related to the recruitment of the position.

General Services Department

City Council Update

October 20,2026



Overview

The General Services Department serves as the central operational hub of City Hall, providing high-quality customer service to the residents and businesses of the City of Okeechobee.

Tammy Parker, *Director*

Chris Frates, *Coordinator*

Theresa Forde, *Administrative Secretary*

Jeff Newell, *Building Official*



Building	Planning & Zoning	General Services
➤ Customer Service ➤ Building Permits ➤ Special Events Permits ➤ Permit Inspections ➤ Schedule Business Tax Receipt Inspections with Building Official & Fire Marshal ➤ Collection of County Impact Fees	➤ Zoning Inquiries ➤ Applications for Rezones, DeMinimis', Joinders, Variances, Plats, Street and Alley Closures, Special Exceptions ➤ Future Land Use and Comprehensive Plan Amendments ➤ Technical Review Committee, Board of Adjustments, Planning Board ➤ Pre-Application Meetings ➤ Business Tax Receipt Application Reviews for Zoning Compliance ➤ Code of Ordinance Updates Related to Development & Statutory Requirements ➤ Assist Code Enforcement with Zoning Violations	➤ Managing RFQ/RFP/ITB Processes ➤ Contract Management for Business Functions ➤ Oversee City Hall Hardening Process & Upcoming Public Safety Building Renovations ➤ Maintain Office and Building Supplies for City Hall



Customers are greeted with a smile when entering City Hall.

Building permits and specialty permits are processed through our office in a timely manner.

In addition to scheduling building permit and Business Tax Receipt inspections, we collect impact fees for the County, when applicable.



YEAR-TO-DATE *AS OF SEPTEMBER 2026*

PERMITTING

Permit Type	Number	Value
Residential	235	\$22,996,225.00
Commercial	71	\$9,789,457.00
New Construction Res.	47	Included above
New Construction Comm.	2	Included above
TOTALS	355	\$32,785,682.00

IMPACT FEES

Impact Fees Collected	County	City 1.5%
Residential	\$378,462.00	\$2,607.00
Commercial	None to Date	None to Date

Mallard Landing



Marmelemy Villas

Reviewing Proposed Plats (Florida HB381)

- Process changed to an administrative duty rather than a board or committee review process
- Condensing to one application and checklist for a more efficient process
- May run concurrently with the Technical Review Committee application
- Final stages of preparing a revised ordinance to present to Council

Technical Review Committee (Sec. 70-101)

- The Technical Review Committee (TRC) is in the process of being updated from a voting board to a reviewing committee. Revised applications and checklists are being drafted.
- TRC applications are reviewed by City staff as well as staff from various agencies including South Florida Water Management District, Okeechobee Utility Authority, the Department of Health, Okeechobee County Fire Department, Florida Department of Transportation, and others.
- Final stages of preparing a revised ordinance to present to Council

FL Statute 553.791 (*as amended by Chapter 2026-63*) effective July 1, 2026

- Required allowances and discounts for permit applicant who chooses to use a private provider for plans review and/or inspections
- Permit Exemptions must meet the following criteria, and the City has no legal duty to the property owner, contractor or successors for exempted work:
 - ✓ Residential property only
 - ✓ Construction value must be less than \$7,500 – proof required by submittal of quote or contract for services
 - ✓ Property is not within a flood zone
 - ✓ Property currently contains a single-family dwelling
 - ✓ Construction does not include electrical, mechanical, gas or plumbing work

NORTHWEST

Kost Truss

722 NW 2nd Street

Planning, Zoning and Development



3-15-37-35-0010-01340-0010

722 NW 2ND ST
OKEECHOBEE

[Property Appraiser](#)
[Print Parcel Summary](#)
[Tax Collector](#)
[Pictometry](#)
[Google Maps](#)

Owner KOST TRUSS INC
Mailing Address 4175 SW MARTIN HIGHWAY
PALM CITY, FL 34990
Neighborhood NO CTY IND (618611.00)
Use VACANT INDUSTRIAL (4000)

▼ **Description**

CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 &
PLAT BOOK 5 PAGE 5) LOTS 1, 2, 3, 4, 5 & 6
BLOCK 134

▼ **Sales (5)**

Date	Type	Price
2025-12-01	Warranty Deed	212,500
2005-07-14	Warranty Deed	260,000
1997-11-17	Warranty Deed	9,000
1995-12-29	Warranty Deed	0
1974-03-01	Warranty Deed	0

NORTHEAST

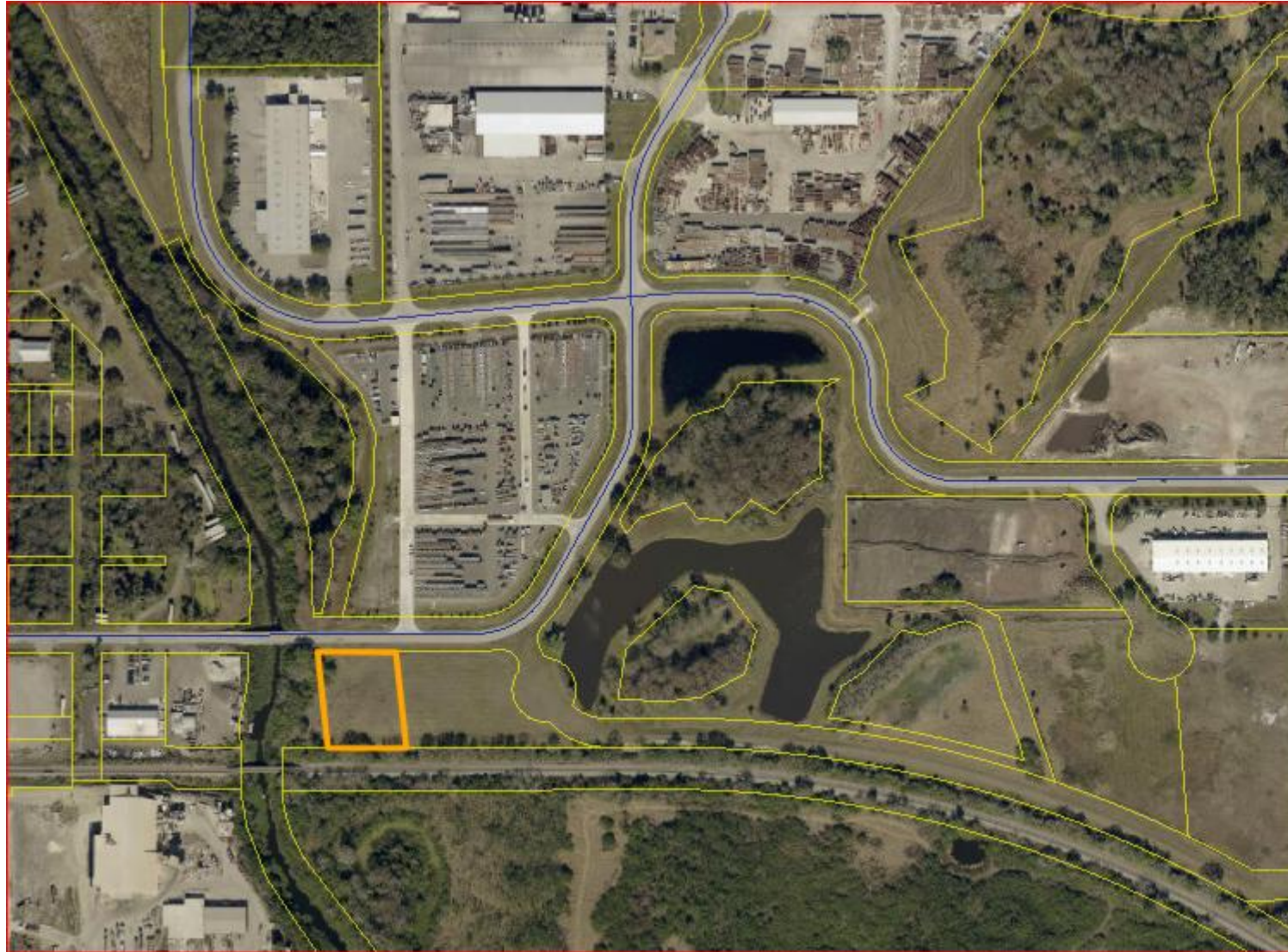
**Okeechobee Health Care Nursing Facility
Expansion**

1646 U.S. Hwy 441 North

Advance Medical Sanitation

770 NE 9th Street

Planning, Zoning and Development



3-15-37-35-0020-00000-00A0 [Property Appraiser](#)
770 NE 9TH ST [Print Parcel Summary](#)
OKEECHOBEE [Tax Collector](#)
[Pictometry](#)
[Google Maps](#)

Owner ADVANCE MEDICAL SANITATION INC

Mailing Address 3385-3387 NW 151ST TER
MIAMI, FL 33054

Neighborhood CITY INDUS (618682.00)

Use VACANT INDUSTRIAL (4000)

▼ **Description**
CITY OF OKEECHOBEE COMMERCE CENTER (PLAT BOOK 7 PAGES 10 THROUGH 14) A PARCEL OF LAND BEING A PORTION OF TRACT "A", OF THE CITY OF OKEECHOBEE COMMERCE CENTER, ACCORDING TO THE

▼ **Sales (2)**

Date	Type	Price
2024-06-12	Quit Claim Deed	140,000
1979-10-01	Warranty Deed	379,000

SOUTHWEST

Action Kidz PPEC Corp

NW corner of SW 3rd St & SW corner of 3rd Ave

Loumax (Ecotec)

312 SW 7th Avenue

Take 5 Oil Change

2002 S Parrott Avenue

Pearce ROW Abandonment

Planning, Zoning and Development



3-15-37-35-0010-01740-0070

SW 3RD ST
OKEECHOBEE

[Property Appraiser](#)
[Print Parcel Summary](#)
[Tax Collector](#)
[Pictometry](#)
[Google Maps](#)

Owner ACTION KIDZ PPEC CORP
Mailing Address 4501 N WICKHAM RD
MELBOURNE, FL 32935
Neighborhood SW SIDE ST (518652.00)
Use VACANT COMMERCIAL (1000)

▼ **Description**

CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 &
PLAT BOOK 5 PAGE 5) LOTS 7, 8 AND 9 BLOCK
174

▼ **Sales (4)**

Date	Type	Price
2025-09-16	Warranty Deed	124,500
2024-07-12	Warranty Deed	80,000
2005-07-07	Warranty Deed	0
2005-07-07	Warranty Deed	0

Planning, Zoning and Development



3-28-37-35-0050-00410-0010 [Property Appraiser](#)
2002 S PARROTT AVE [Print Parcel Summary](#)
OKEECHOBEE [Tax Collector](#)
[Pictometry](#)
[Google Maps](#)

Owner OKEECHOBEE TAKE 5 LLC

Mailing Address 541 PARK ST
DUNEDIN, FL 34698

Neighborhood S PARROT C (518610.00)

Use SINGLE FAMILY (0100)

▼ **Description**

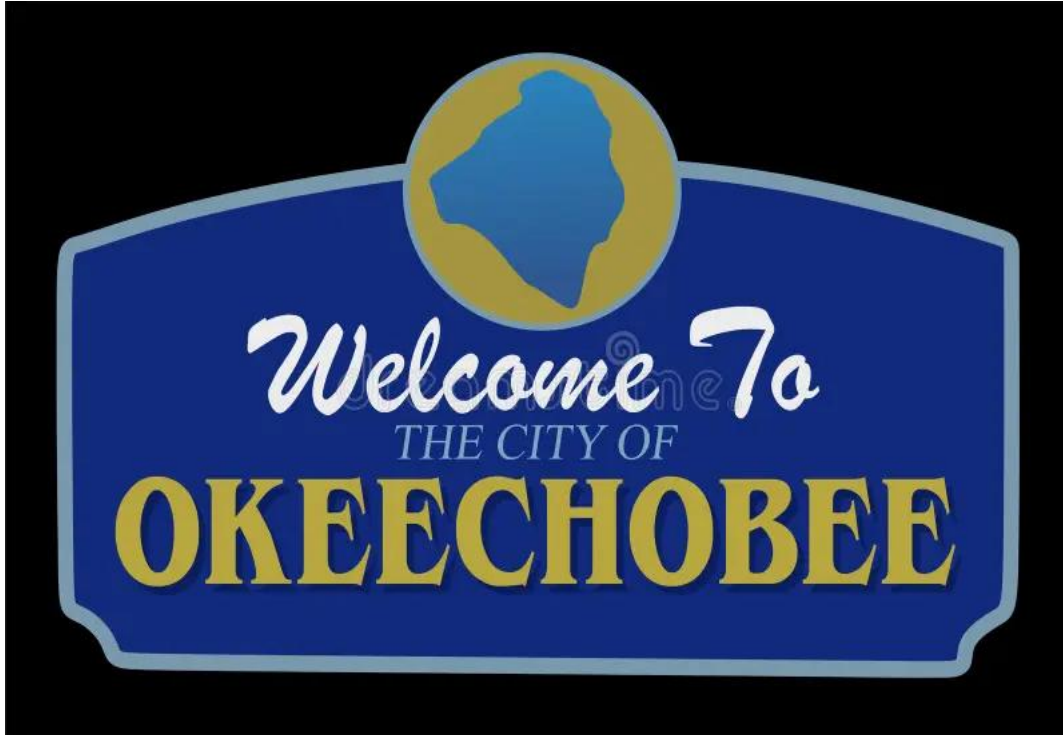
FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK
1 PAGE 17) LOTS 1, 2, 3 & EAST 1/2 OF ALLEY
ADJACENT TO LOTS BLOCK 41

▼ **Sales (4)**

Date	Type	Price
2025-10-21	Warranty Deed	975,000
2022-03-23	Warranty Deed	300,000
1998-07-21	Warranty Deed	0
1986-01-21	N/A	0

SOUTHEAST

Wal-Mart Stores East Expansion



Day-to-Day Business

- Procurement Requests
- Elevator Maintenance & Inspections
- Copier Lease and Maintenance
- Recording Equipment for Council Chambers
- Management of Postage Machine
- Cleaning Service Contract
- City Planners and Mapping Services
- Animal Control Interlocal
- City Hall Hardening Project with Proctor
- Public Safety Building Project with Proctor
- Card Readers on New Doors
- Maintain General Operating Supplies

RFP/RFQ/ITB Management

General Services manages the processes for all departments regarding:

Requests for Proposals

Requests for Qualifications

Invitations to Bid

Information received from each requesting department is reviewed by staff, appropriate documents are drafted and shared with city attorney for approval and then posted. General Services ensures the timelines and protocols are met and adhered to for a successful outcome.

Fee Schedule Updates

The **Permit Fee Schedule** and **Schedule of Land Development Regulation Fees and Charges** are being reviewed and proposed updates are being prepared for Council's review and approval.

Software Upgrade

New software will allow for a more efficient process with permitting and zoning applications: tracking progress, scheduling inspections, receipting payments, invoicing, reports, etc. The General Services Department has been actively involved in the review of numerous software providers.

In Closing.....

The General Services Department is supported by an exceptional team that remains dedicated to continuous learning and excellence. We take great pride in being part of the City of Okeechobee family and look forward to contributing to its continued success for the next 100 years!

