CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

NOVEMBER 17, 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	Farm City Week Proclamation
Exhibit 2	“If I Were Mayor” Contest Memo
Exhibit 3	October 6, 2026, Minutes
Exhibit 4	October 20, 2026, Minutes
Exhibit 5	November 5, 2026, Minutes
Exhibit 6	Consideration Letter from Katerri Johnson
Exhibit 7	PCCO’s from Proctor Construction
Exhibit 8	Grant D0339 Amendment Two
Exhibit 9	Resolution #2026-10
Exhibit 10	Nunez Lawncare and Landscaping, Inc. Professional Services Agreement
Exhibit 11	Scott’s Quality Cleaning, LLC Piggyback Agreement
Exhibit 12	Finance Department Update

Exhibit 1
11/17/2026

Proclamation

Office of the Mayor
City of Okeechobee, Florida

WHEREAS, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and suburban communities to supply, sell, and deliver finished products to consumers across Florida and around the globe; and

WHEREAS, rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy; and

WHEREAS, during National Farm City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2.5 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors, and others who contribute an annual impact of $387.4 billion to Florida's economy; and

WHEREAS, as they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat, and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products; and

WHEREAS, Farm City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. Next week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings; and

WHEREAS, we commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our State and Nation.

NOW, **THEREFORE**, **I**, **Dowling R**. **Watford**, **Jr**., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim **November 19 through 26**, **2026**, as "**Farm City Week**" and I call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation, and the world with an abundance of agricultural products.

In witness whereof, on November 17, 2026, I have set my hand and caused this seal to be affixed.

_____

Dowling R. Watford, Jr., Mayor

Attest: _____

Lane Gamiotea, CMC, City Clerk

Exhibit 2
11/17/2026

CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974
Phone: (863)763-9812
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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: Recognition of "If I Were Mayor" Essay Contest Finalists

Date: November 17, 2026
From: Jessica Rickards, Assistant Deputy Clerk

Proposed Action:
The City Council will recognize the student finalists of the City of Okeechobee's "If I Were Mayor" essay contest held in conjunction with Florida City Week.

Financial Impact:
Not Applicable

Background:
As part of the City's celebration of Florida City Week, local elementary, middle, and high school students were invited to participate in the "If I Were Mayor" essay contest. Students were asked to share their ideas and perspectives on what they would do if they had the opportunity to serve as Mayor.

The City Clerk's Office coordinated the collection of essays and organized an independent judging process to evaluate the submissions and select finalists in each grade-level category.

During the Council meeting, the finalists will be announced, the top three entries from each category will be recognized, and the overall winner will be announced.

The City appreciates the students, teachers, and schools who participated and encourages continued student involvement and interest in local government and civic leadership.

CITY OF OKEECHOBEE, FLORIDA
OCTOBER 6, 2026, REGULAR CITY COUNCIL MEETING
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 6, 2026, at 6:01 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). A moment of silence was held to honor the memory of former Public Works Mechanic, Mr. Jeff Treece, who recently passed away. The invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member McAuley.

II. ATTENDANCE

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

III. AGENDA AND PUBLIC COMMENTS

A. One modification was made to the published agenda, the wording of the motion for New Business item VI. D was corrected and revised.

B. Council Member Jarriel made a motion, seconded by Council Member Chandler to adopt the published agenda as amended. **Motion Carried Unanimously**.

C. There were no requests for public participation for issues not on the agenda.

IV. PROCLAMATIONS

A. Mayor Watford proclaimed October 19 through 25, 2026, as Florida City Week, **Exhibit 1**. The Proclamation was presented to City Clerk Gamiotea to forward to the Florida League of Cities, and was read into the record as follows: "**Whereas, City government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and Whereas, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and Whereas, City government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and Whereas, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and Whereas, Florida City Week offers an important opportunity for elected officials and City staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and Whereas, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim the week of October 19 through 25, 2026, as 'Florida City Week' in the City of Okeechobee and encourage all citizens, City government officials, and employees to participate in events that recognize and celebrate Florida City Week**."

B. Mayor Watford proclaimed October 2026, as Domestic Violence Awareness Month, **Exhibit 2**. The Proclamation was presented to Ms. Edna Malagon, Executive Director and Ms. Kelli Chapman, Director of Agency Advocate of Martha's House, and was read into the record as follows: "**Whereas, domestic violence is a profound violation of individual dignity, security, and humanity that affects individuals across all age groups, backgrounds, racial identities, and socioeconomic statuses; and Whereas, nationwide statistics reveal that one in four women and one in seven men experience severe physical domestic violence in their lifetimes, and approximately 15.5 million children are exposed to household abuse each year, experiencing long term trauma and disruptions to their wellbeing; and Whereas, true safety requires collective community action, echoing the national 2026 campaign theme, 'With Survivors, Always,' which deepens our focus on taking definitive action to eliminate barriers to safety and support systems; and Whereas, since its incorporation in 1988, Martha's House has stood as the only certified domestic violence shelter program in Okeechobee County, dedicating nearly four decades to offering emergency sanctuary, a 24-hour crisis line, trauma informed counseling, and legal advocacy to victims of domestic abuse free of charge; and Whereas, Martha's House actively breaks cycles of violence and builds a foundation of respect through community education and youth programs, empowering the next generation to foster healthy relationships; and Whereas, local government, law enforcement, advocates, and citizens must unite to support survivors, mourn those lost to abuse, and stand firmly against domestic violence to make our homes and neighborhoods safe spaces for everyone.**

IV. PROCLAMATIONS CONTINUED

B. Continued. **Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim October 2026 as 'Domestic Violence Awareness Month' in the City of Okeechobee, and I urge all citizens to wear purple, the symbol of peace, courage, and survival, to support the lifesaving mission of Martha's House, and to stand together to end domestic abuse in our community**."

V. CONSENT AGENDA

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

A. Dispense with the reading and approve the September 21, 2026, Minutes [as presented in **Exhibit 1**]; and

B. Temporarily close portions of SE 2nd and 3rd AVE, from North to South Park Streets (ST) and the portion of South Park ST, from SE 2nd to 3rd AVE on Friday, November 13, 2026, from 1:00 PM to 8:00 P.M. for the City Hall 100-Year Building Celebration and Festival; as presented in **Exhibit 2**].

Motion Carried Unanimously.

VI. NEW BUSINESS

A. Council Member Jarriel made a motion, seconded by Council Member McAuley to approve a Martin Luther King Jr. Parade on Saturday, January 16, 2027, from 10:00 to 11:00 A.M. [as presented by Patience Washington, Director of DGWS Outreach a 501(c)(3) non-profit organization and provided in **Exhibit 6**]. **Motion Carried Unanimously**. After the decision, it was noted that Ms. Washington will give the City at least 30 days' notice in the event that low turnout forces a cancellation.

B. Council Member Chandler made a motion, seconded by Vice Mayor Clark to approve the renewal proposal of the Property and Casualty Insurance coverages with Public Risk Management.

A motion to amend the motion on the floor was made by Council Member Jarriel, seconded by Vice Mayor Clark to choose Option 2, a two-year renewal, carries an overall premium decrease of -0.52 percent [as presented in **Exhibit 6**]. **Motion to Amend Carried Unanimously**.

Motion Carried Unanimously As Amended.

C. Council Member McAuley made a motion, seconded by Council Member Jarriel to direct the City Administrator to enter into negotiations with Nunez Landscaping, Inc. for Landscaping Services (RFP No. GS 01-32-08-26), [as presented in **Exhibit 7**]. **Motion Carried Unanimously**.

D. Council Member Jarriel made a motion, seconded by Vice Mayor Clark to amend the Fiscal Year (FY) 2026-27 Budget by $6,000.00 by unrestricting and using funds from the Centennial Park Restricted Fund to cover expenses for the 100-Year Building Celebration and Festival, in the General Fund [as presented in **Exhibit 8**]. **Motion Carried Unanimously**.

E. Vice Mayor Clark made a motion, seconded by Council Member Jarriel to allow the City Administrator to go out for a Request for Proposal to replace the roof on the Chamber of Commerce building utilizing funds from the Capital Improvements Projects Fund [as presented in **Exhibit 10**]. **Motion Carried Unanimously**.

F. Finance Director Taylor Connell reviewed the City's current reserve balances and explained the factors affecting those levels. A copy of the presentation was provided in **Exhibit 10**. **The presentation was shared for informational purposes to provide a transparent look at the City's overall financial picture**.

The City maintains reserves across several funds to ensure financial stability, support capital planning, and mitigate risks associated with unforeseen events. These reserves are guided by the City's Fund Balance and Reserve Policy (adopted by Resolution No. 2022-03), which incorporates Government Finance Officers Association (GFOA) best practices. Under this policy, the City maintains at least two months' General Fund reserves, plus a minimum of four additional months of budgeted General Fund operating expenses. Other funds follow different rule: Specific revenue accounts (such as Grants) do not have a specific reserve requirement. The Public Facility Improvement Fund (PFIF), which has restricted revenues based on Florida Statutes and current ordinances, does not have a specific reserve requirement. Debt Service Funds maintain specific reserve amounts tied to particular bonds, loans, or both.

FY 2026-27 Fund Balance and Reserve Analysis

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

VI. NEW BUSINESS CONTINUED

F. Continued.

Restricted Funds	Amount	Treatment
Centennial	$ 17,091.00	Council Restricted for Centennial Park
PFIF	$ 913,226.00	Restricted for Transportation related expenses
Plus, Transfer from PFIF to GF	$ 350,000.00	Back out PFIF transfer to GF
Combined Restricted Funds:	$ 1,280,317.00	Total Excluded from Reserve Calculation

Fund Balance/Reserve Calculation	Amount
Revised GF Balance	$ 10,404,105.00
Capital Improvement Fund Balance	$ 3,730,338.00
Combined GF and Capital Funds Balance	$ 14,134,443.00
6-month Operating Reserves, 50% of Expenditures	$ 4,576,642.50
Remaining Balance after 6-month Reserves	$ 9,557,800.50
Capital Project Reserves, 25% of remaining Balance	$ 2,389,450.13
Emergency Reserves	$ 1,000,000.00
Total Assigned Reserves	$ 7,966,092.63
Remaining Unassigned Fund Balance	$ 6,168,350.38

G. Following the last City Council meeting, staff learned that Building Official Jeff Newell was unable to secure coverage for his upcoming vacation from September 28 through October 1, 2026. City Administrator Whitehead contacted SAFEBuilt, the County's building permit and inspection provider, to ask about per diem coverage. Because there was not enough time to draft and approve a new contract, Mr. Kevin Throop of SAFEBuilt suggested working through a temporary agreement with the County instead. County Administrator Jessica Bezares agreed to let SAFEBuilt assist the City as needed during those dates at no cost. The executed Memorandum of Understanding (MOU) between the County and City Administrators was provided in **Exhibit 11**. **This item was for information purposes only**.

VII. CITY ATTORNEY UPDATE

A copy of the written update, as read by Assistant City Attorney Conteagüero, was added to the official Minute File, labeled as **Exhibit 12**.

- Ordered the real estate appraisal for the American Legion Post 64 property, which will be reviewed once received.
- Reviewed the MOU for temporary building services.
- Reviewed the request for qualifications for professional engineering services.
- Reviewed the proposed Master Services Agreement and Non-disclosure Agreement from CivicPlus.
- Currently reviewing the proposed Piggyback Agreement for cleaning services.
- Awaiting staff markups on the proposed Code amendments to remove the Technical Review Committee from Sunshine Law requirements.
- Continuing to draft the position description for the backup Code Enforcement Magistrate.

VIII. CITY ADMINISTRATOR UPDATE

- City Clerk Applications: 13 applications have been received ahead of the October 12th deadline. Executive Assistant Jacqueline Boer, Finance Director Connell, and Administrator Whitehead are reviewing and scoring the submissions before forwarding the resumes and score sheets to the City Council. The Council will select the top candidates to interview at its October 20, 2026, meeting.
- Public Works Recognition: Public Works staff were commended for replacing the drainage culverts on Southwest (SW) 7th AVE and scheduling the work, so it did not interfere with school bus routes.
- FRDAP Grants: The City held two sole-purpose public input meetings for two non-matching, reimbursable Florida Recreation Development Assistance Program grants, due October 15, 2026. One $200,000.00 grant would fund a covered fishing pier at Centennial Park, while the second $200,000.00 grant would fund Flagler Park improvements, including replacing concrete picnic tables with ADA-compliant tables, adding flashing pedestrian signs, and installing water fountains.
- Public Safety Building: Proctor Construction submitted the permit for the Public Safety Building Hardening project.
- Healthy Start Diaper Drive: Throughout October, City Hall is serving as a drop-off location for the annual Healthy Start Diaper Drive. Donations of diapers and wipes can be placed in the bin next to the front entrance doors.
- Christmas Festivities: Staff will meet soon to coordinate this year's Christmas events, including the tree lighting, photos with Santa at City Hall, and Santa 'Round the City on the float, to ensure everything stays on schedule.
- Employee Christmas Luncheon: With no objections raised, **the annual employee Christmas Luncheon will be held from 2:00 to 4:30 PM** so staff can enjoy the appreciation event without having to return to work afterward.

DRAFT

VIII. CITY ADMINISTRATOR UPDATE CONTINUED

- Upcoming Events and National Night Out: A revised list of upcoming events and the flyer for National Night Out (October 10, 2026) were distributed and added to the official Minute File as **Exhibit 13**.
- Administrator Schedule: Administrator Whitehead will attend a Youth Leadership Conference from October 14 through 16, 2026.

IX. COUNCIL COMMENTS

- Council Members Chandler and Jarriel thanked Public Works staff for installing speed bumps and replacing the culverts on SW 7th AVE.
- Council Member McAuley reminded everyone that the next Treasure Coast Regional League of Cities meeting will be held on October 21, 2026, at the Seminole Inn in Indiantown.
- Vice Mayor Clark apologized for arriving late to tonight's meeting.

XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:09 P.M.

Submitted By:

_____

Lane Gamiotea, CMC, City Clerk

DRAFT

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

CITY OF OKEECHOBEE, FLORIDA
OCTOBER 20, 2026, REGULAR CITY COUNCIL MEETING
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 20, 2026, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

II. ATTENDANCE

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

III. AGENDA AND PUBLIC COMMENTS

A. A modification to add Exhibit 10 to New Business Item VI.E., was requested. During the meeting, supplemental documents were added to Exhibits 6 and 9, and Exhibits 11 and 12 were added and placed in the official Minute File as noted.

B. Motion by Council Member Jarriel, seconded by Vice Mayor Clark to adopt the agenda as amended. **Motion Carried Unanimously**.

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

IV. CONSENT AGENDA

Motion by Council Member McAuley, seconded by Vice Mayor Clark to:

A. Approve the September 2026 Warrant Register [in the amounts of: General Fund, $1,180,287.50; Capital Improvement Projects Fund, $397,886.35; Appropriations Grant Fund, $51,300.00; Public Facilities Improvement Fund, $29,242.77; and Other Grant Capital Fund, $6,175.56; as presented in **Exhibit 1**];

B. Temporarily close the section of Southwest (SW) 4th Street (ST) from SW 5th to 6th AVE on October 31, 2026, from 4:00 to 9:00 P.M. for the First Baptist Church Fall Festival [as presented in **Exhibit 2**];

C. Approve the purchase of four [police fleet] Dodge Durango's in the amount of $182,720.00 [from Woody Folsom CDJR of Douglas, Georgia and waive the award to the lowest bidder due to delivery date; as presented in **Exhibit 3**]; and

D. Approve the proposal [for Paving Project No. 1 for Fiscal Year 2026-27 as provided in the Piggyback Agreement from Okeechobee County RFP No. 2024-01] from C.W. Roberts Contracting, Inc., to pave Northwest (NW) 11th AVE, from NW Park ST/State Road 70 to NW 7th Court; NW 2nd ST, from NW 6th to 9th AVE; SW 6th ST, from SW 11th to 12th AVE; SW 8th ST, from SW 11th to 12th AVE; SW 9th ST, from South Parrott AVE/Highway 441 to SW 2nd AVE; and SW 6th ST, from SW 11th to 7th AVE, not to exceed $553,553.55 [as presented in **Exhibit 4**].

Motion Carried Unanimously.

V. MAYOR WATFORD OPENED THE QUASI-JUDICIAL REZONING PUBLIC HEARING AT 6:02 P.M.

The following item(s) are quasi-judicial in nature. In accordance with Section 286.0115, F.S., an opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, may be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public may request the Council to ask questions of staff or witnesses on their behalf.

Any person presenting documents to the Council should provide the City Clerk with a minimum of ten copies. Further details of the quasi-judicial procedure may be obtained from the Clerk. No verbatim record by a certified court reporter is made of these proceedings. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at these proceedings upon which any appeal is to be based (see Section 286.0105, F.S.). In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons needing a special accommodation to participate in this proceeding should contact the City Clerk's office at 863-763-9814 seventy-two (72) hours in advance of this proceeding.

A. An Oath was administered by Assistant City Attorney Stephen Conteagüero to City Planner Marissa Fewell of Morris-Depew and Associates, 2914 Cleveland AVE, Fort Myers, FL 33901 and Mr. Jeffrey Sumner of 410 NW 2nd ST, Okeechobee, FL 34974.

V. QUASI-JUDICIAL PUBLIC HEARING CONTINUED

A. Continued. Motion by Council Member Jarriel, seconded by Council Member Chandler to read by title only, proposed Ordinance No. 1334, requesting to rezone 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 Northeast (NE) 4th to 5th AVE and NE 6th to 7th ST; from Residential Single Family-One (RSF-1) to Industrial (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 5**]. **Motion Carried Unanimously**.

Assistant City Attorney Conteagüero read into the record the title of proposed 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**."

Motion by Council Member McAuley, seconded by Vice Mayor Clark to approve the second reading and adopt proposed Ordinance No. 1334 [as recommended unanimously by the Planning Board and Planning Staff based on the findings of facts outlined in the Planning Staff Report in Exhibit 5. 1) Finds the Petition consistent with the City's Comprehensive Plan. 2) The proposed use is specifically authorized under the Zoning District Regulations applied for. 3) The request will not have an adverse effect on the public interest. 4) The proposed use is appropriate for the location, reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns. 5) The request will not adversely affect property values or living conditions, nor will it be a deterrent to the improvement or development of adjacent properties. 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. 7) The request will not create a density pattern that would overburden public facilities. 8) The request will not create traffic congestions, flooding or drainage problems, or otherwise affect public safety. 9) The proposed use has not been inordinately burdened by unnecessary restrictions].

Attending remotely, City Planner Fewell reviewed the highlights of the Planning Staff Report. This Rezoning Petition accompanies Comprehensive Plan Future Land Use Map Amendment Application No. 26-001-SSA (adopted by Ordinance No. 1333 on September 21, 2026), which reclassified the subject property from Single-Family Residential to Industrial. Adopting the proposed Rezoning Petition is now required so the owner can develop the property and keep the City's maps consistent.

City Clerk Gamiotea noted for the record that 23 courtesy notices were mailed to surrounding property owners (with one returned as undeliverable), four signs announcing the Planning Board and City Council meeting dates were posted on the subject property, and the proposed Ordinance adoption was properly noticed. As recorded in the August 20, 2026 Planning Board Minutes, no objections were raised by surrounding property owners, and no comments or objections were received prior to tonight's meeting. There were no comments or questions from the public or the City Council.

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

MAYOR WATFORD CLOSED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:12 P.M.

VI. NEW BUSINESS

A. Public Safety Director/County Fire Rescue Chief Justin Hazellief presented the third quarter (July through September) Fire Services update pursuant to the Interlocal Agreement [a ten page report was distributed and added to **Exhibit 6** of the official Minute File]. For the quarter, Fire Rescue recorded 343 calls for service, 89 fire prevention inspections, and 9 community outreach or training events. Average incident response times improved to 4 minutes and 38 seconds, down from 4 minutes and 52 seconds in Q2 2026 and 5 minutes and 23 seconds in Q1 2026. Additionally, Chief Hazellief reported that personnel are currently training to administer whole blood on all ambulances. As well as making changes to transfer protocols with HCA Lawnwood Hospital and Tradition Medical Center for critical care beyond local capabilities at HCA Raulerson Hospital. **This item was for informational purposes only**.

B. Motion by Vice Mayor Clark, seconded by Council Member McAuley to approve a [four year] Master Service Agreement and Statement of Work with CivicPlus for the general management of software solutions with an initial cost not to exceed $51,268.56, and with an annual recurring cost not to exceed $57,407.93 subject to a five percent uplift to be applied in year four [as presented in **Exhibit 7**]. **Motion Carried Unanimously**.

VI. NEW BUSINESS CONTINUED

C. Ahead of the meeting, the City Council received all 19 City Clerk applications and the rubric scores prepared by City Administrator Denise Whitehead, Executive Assistant Jacqueline Boer, and Finance Director Taylor Connell. **By consensus, the City Council scheduled a Special Meeting to be held on November 5, 2026, starting at 9:00 A.M. to interview the top four candidates (listed in alphabetical order): Katerri Johnson, Leanne LaLonde, Heather Prince, and Katie Rogers**. The City Clerk's Office will advertise the Special Meeting. Council Members are to submit their proposed interview questions to Administrator Whitehead by the end of the week; once compiled, the questions will undergo legal review. Each applicant will be asked the same set of questions, though Council Members may ask follow-up questions as needed during the interviews.

D. General Services Director Tammy Parker presented a Department update. As of September 30, 2026, 355 building permits have been issued (282 residential and 73 commercial), including 49 for new construction (47 residential and 2 commercial). Since May 14, 2026, the City has collected $391,975.76 in impact fees for Okeechobee County across 22 permits, retaining a 1.5 percent administrative fee. Highlighted or completed developments for the calendar year include the Mallard Landing subdivision and Marmelemy Villas townhomes. The Department also issued 26 specialty permits for parades, park use, temporary street closures, and temporary uses such as events and fireworks sales.

To comply with recent Florida legislative changes, the Department is updating the City's Code of Ordinances and procedures to streamline applications and improve efficiency:

1. Plat Approvals: A revised ordinance moving plat reviews to an administrative process, removing the requirement for board or committee review, is in its final stages and will be presented to the City Council.
2. Technical Review Committee (TRC): The City is preparing an ordinance to establish the TRC as a reviewing committee rather than a voting board to improve coordination among staff and outside agencies.
3. Private Providers: Forms and procedures are now in place allowing qualified private providers to perform certain plan reviews and inspections as required by state law. Eligible applicants receive at least a 25 percent discount on the standard permit fee.
4. Permit Exemptions: An exemption request form has been implemented for qualifying projects. Eligibility requires an existing single-family residential property located outside a flood zone, construction valued below $7,500.00, and no electrical, mechanical, gas, or plumbing work, along with other statutory criteria.

Projects currently under review include Koss Truss (NW quadrant); the Okeechobee Health Care Facility expansion and Advance Medical Sanitation (NE quadrant); Action Kidz PPEC Corporation, Loumax/EcoTec, Take 5 Oil Change, and the Pearce-McAuley Right-of-Way Abandonment (SW quadrant); and Walmart's expansion (SE quadrant).

General Services has also centralized City procurement, managing Requests for Proposals, Requests for Qualifications, and Invitations to Bid from start to finish for all departments. While some building maintenance, equipment maintenance, and pest control duties have been reassigned to Public Works, General Services continues to manage elevator maintenance and State inspections, City Council Chamber recording equipment, copier and postage machine leases, City Planning services, Animal Control Service Agreements, Building Official services, and cleaning contracts. The Department also oversees building-related matters for the ongoing City Hall security hardening project and the upcoming Public Safety Building project.

Finally, the Department is pursuing two major operational improvements: updating the Building Permit Fee Schedule (last updated November 1, 2013) and Land Development Regulation Fee Schedule (last updated July 16, 2002) using data from nearby jurisdictions, and evaluating new City software to accept electronic payments, schedule inspections, streamline reviews, and improve application tracking and reporting. The City Council thanked Director Parker for her department's work. **This item was for informational purposes only**.

E. **ADDED ITEM**: Motion by Council Member Jarriel, seconded by Vice Mayor Clark to approve purchasing equipment for four police vehicles from HG2 Emergency Lighting in the amount of $43,014.64 [as presented in **Exhibit 10**]. **Motion Carried Unanimously**.

VII. CITY ATTORNEY UPDATE

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

- Reviewed and finalized the CivicPlus Master Service Agreement as approved during tonight's meeting.

VII. CITY ATTORNEY UPDATE CONTINUED

- Advised that the real estate appraisal for the American Legion Post 64 property is due back to his office tomorrow.
- Continuing to work on the amendment to the Code of Ordinances to remove the TRC from Sunshine Law requirements.

VIII. CITY ADMINISTRATOR UPDATE

A copy of the September 2026 Monthly Report, Upcoming Events List, and Career Source Heartland email were added to the official Minute File as **Exhibit 12**.

- Distributed an Upcoming Events List and CareerSource Heartland Region email prior to the meeting.
- Advised the General Services numbers listed in the September 2026 Monthly Report are year-to-date and stated she would be posting the report on the City's social media platforms.
- Asked City Clerk Gamiotea to provide an update on the "If I Were Mayor" essay contest. City Clerk Gamiotea reported that 147 essays were received, 140 from elementary students, five from middle school students, and two from high school students. The top three entrants in each category will be invited to the November 17, 2026, City Council meeting. The winners will be announced and honored, and the overall winner will join Mayor Watford at the Annual Tree Lighting to help light the City's Christmas Tree and displays.
- Reported on a meeting with the South Florida Water Management District (SFWMD) regarding City- and County-wide drainage issues, where local officials urged SFWMD to improve its pumping response. Currently, SFWMD must call in a technician located an hour away to turn on the local pump station, followed by another hour to prime and start the pump. Administrator Whitehead noted that SFWMD was receptive to staffing the pump station during severe weather.
- Noted that Public Works Director Willie Hall attended the National Weather Service meeting earlier in the day on her behalf and commended him and his staff for proactively working in the field to address potential drainage issues before they occur.
- Regarding the Public Safety Building renovations, she advised the City Council that she has access to Proctor Construction's daily tracking system and can share updates upon request.
- Noted that to comply with House Bill 1329, City staff is compiling a list of all employees and their annual salaries to be posted on the City's new website by the end of January 2027.
- Reminded everyone that Early Voting runs October 24 through 31, 2026, from 8:30 A.M. to 6:00 P.M. at the new Supervisor of Elections Office located at 307 NW 5th AVE and the deadline to request a Vote-by-Mail Ballot to be mailed to your residence is October 22, 2026.
- Announced the next Regular City Council meeting is scheduled for November 17, 2026.
- In response to an inquiry from Council Member Jarriel regarding the status of obtaining roofing bids for the Chamber of Commerce building, she advised that the bid document was forwarded to the City Attorney earlier today to review.

IX. COUNCIL COMMENTS

- Council Member Chandler thanked staff for their recent Department updates during City Council meetings.
- Council Member Jarriel thanked the Police and Public Works Departments for their assistance on Monday, October 19, 2026.
- Council Member McAuley noted he will attend the Treasure Coast Regional League of Cities meeting on Wednesday, October 21, 2026.
- Vice Mayor Clark thanked the Public Works staff for addressing neighborhood flooding on SW 5th AVE following recent storms and asked about Culver's new opening date. Assistant City Attorney Conteagüero advised the Easement between the Okeechobee Utility Authority and Park Street Property Owners Association, Inc., has not been finalized and remains months away.
- Mayor Watford reminded everyone of the updated schedule for this year's Veterans Day Service. In honor of the 250th Celebration, the service will take place on November 11, 2026, at 6:00 P.M. in Veterans Memorial Square and will feature a performance by the Okeechobee High School Ensemble Band.

X. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 7:29 P.M.

Submitted By:

_____

Lane Gamiotea, CMC, City Clerk

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

CITY OF OKEECHOBEE, FLORIDA
NOVEMBER 5, 2026, SPECIAL CITY COUNCIL MEETING
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the special meeting of the City Council for the City of Okeechobee to order on November 5, 2026, at 9:00 A.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

II. ATTENDANCE

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

III. NEW BUSINESS

A. Mayor Watford outlined the interview process, noting that all four applicants would be asked the same eight questions. As a professional courtesy, the applicants agreed to wait in the Administration Office reception area during each other's interviews. Mayor Watford instructed Council members to ask any follow-up questions before moving on to the next question. Executive Assistant Jacqueline Boer escorted each applicant individually into the Council Chambers for their interview. Copies of the following documents were added to the official Minute File as **Exhibit 1**: a one-page spreadsheet detailing each candidate's name, work experience, education, and current employment/availability; a one-page "Do's and Don'ts Quick Reference;" and the list of the eight interview questions.

B. The City Council interviewed the appointed City Clerk applicants in the following order: Katerri Johnson and Leanne LaLone. Mayor Watford called for a **recess at 10:00 A.M.** The meeting was **reconvened at 10:07 A.M**. Interviews continued with Heather Prince and Katie Rogers. Due to technical difficulties with the audio recording equipment Mayor Watford called for a **recess at 10:38 A.M.** The meeting was **reconvened at 10:42 A.M**. Mrs. Rogers completed the remainder of her interview.

C. The City Council discussed the applicants' qualifications and agreed to rank them on paper, with one representing their top choice. The rankings were submitted to City Administrator Denise Whitehead and resulted in a tie between Mrs. Johnson and Mrs. Prince. All ranking sheets were collected and added to the official Minute File. (This matter was continued, see item V.A. below).

IV. EXECUTIVE SESSION AT 11:00 A.M.: American Legion Property

A. Mayor Watford announced that, as properly advertised and noticed, the City Attorney requested a closed executive session with the City Council, expected to last up to 30 minutes. The purpose of the session is to discuss a potential real estate transaction to purchase the American Legion Post 64 property, located at 501 SE 2nd Street, Okeechobee, FL. This closed executive session is permitted under Florida Statutes Chapter 166.045 which grants municipalities temporary confidentiality of public records under specific guidelines when seeking to acquire real property, and Chapter 286.011(8), which governs the required process, procedures, and public notice.

B. Mayor Watford announced the following individuals will be attending the closed executive session: Mayor Watford, Vice Mayor Clark, Council Members Chandler, Jarriel, and McAuley, Administrator Whitehead, Assistant City Attorney Stephen Conteaguero, and a court reporter. All other individuals were required to leave the Council Chambers.

C. Mayor Watford **recessed the regular session and opened the closed Executive Session at 11:02 A.M.** City Clerk Gamiotea exited the Council Chambers at this time.

D. The closed executive session was held. The discussions shall be confined only to the subject matter, no official action can be taken during the closed session. The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the City Clerk within a reasonable time after the meeting. The sealed transcript will be made part of the official Minute File and unsealed when allowed by applicable law.

E. Mayor Watford announced the termination of the closed executive session. City Clerk Gamiotea reentered the Council Chambers.

V. MAYOR WATFORD ADJOURNED THE EXECUTIVE SESSION AND RECONVENED IN REGULAR SESSION AT 11:19 A.M.

A. The Mayor and City Council continued the discussion on whether to offer the position to Mrs. Johnson (who does not currently live in Okeechobee County) or Mrs. Prince (a County resident and the City's current Human Resources Generalist). Under the Qualifications section of the City Personnel Policies and Procedures, Department Heads must reside in Okeechobee County, or in an adjacent area with a physical Okeechobee address, within six months of hire, and complete a three-month evaluation period. The advertised salary is a range based on qualifications and will require negotiation. Council Member Chandler offered to serve as the tiebreaker, supporting an offer to Mrs. Johnson provided she agrees to relocate; otherwise, the offer would go to Mrs. Prince. Mayor Watford, Vice Mayor Clark, and Council Member McAuley all expressed support for this approach.

Vice Mayor Clark made a motion, seconded by Council Member Jarriel to offer the position to Katerri Johnson and not waive the residency in the County and if she does not want to move then we move to the second candidate, which is Heather Prince. Vice Mayor Clark clarified the motion included: Mrs. Johnson has six months to move if she agrees to move, but if she does not agree to move immediately then the offer goes to Mrs. Prince. Administrator Whitehead will negotiate the salary and terms. Motion Carried Unanimously.

With all four candidates back in the Council Chambers, Mayor Watford shared that the decision was difficult and the scores were close. He announced that the City is extending a conditional offer to Katerri Johnson, and that Administrator Whitehead will negotiate the terms, otherwise, the offer will be extended to Heather Prince.

IX. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 11:28 A.M.

Submitted By:

_____

Lane Gamiotea, CMC, City Clerk

DRAFT

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

CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974
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: Clerk Residency Requirement Request for Reconsideration
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Action:
Review the request for consideration for the City Clerk to reside in Okeechobee County and provide direction to the City Administrator.

Financial Impact:
N/A

Background:
On November 5, 2026, the City Council interviewed candidates for the City Clerk position and selected Ms. Katerri Johnson as their primary candidate and Heather Prince as their secondary candidate should Ms. Johnson elect not to accept the position.

The Council indicated that a requirement is for the person accepting the position to be a resident of Okeechobee County. Following the interview process the City Administrator met with Ms. Johnson and explained the residency requirement. Ms. Johnson, who does not currently reside in Okeechobee County, stated she would review this with her family.

Ms. Johnson submitted a written request for the Council to reconsider the residency requirement on November 6, 2026.

Note: Chapter Two Employment of the Employee Handbook states “Upon employment by the City a Department Head will enter a three (3) month probationary period. After the probationary period ends satisfactorily, a Department Head will be allowed up to six (6) months to become a resident of Okeechobee County, Buckhead Ridge area of Glades County, or any areas lying outside the Okeechobee County line, but have Okeechobee addresses (physical, not post-office boxes).”

November 6, 2026

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

Subject: Request for Consideration – City Clerk Employment Opportunity

Dear Council Members:

Thank you for selecting me as a candidate for the City Clerk position with the City of Okeechobee. I am writing to respectfully request consideration for employment notwithstanding the fact that I do not currently reside within the City limits.

I understand that residency is a requirement associated with this position, and I fully respect the City's policies and expectations. However, I respectfully ask that my qualifications, professional experience, administrative capabilities, and commitment to public service be given full consideration when evaluating my candidacy.

My professional commitment would be to the City of Okeechobee, its elected officials, administration, employees, and residents just as dedicatedly as if I were a resident of the City. I would approach this position with a strong sense of responsibility, loyalty, and accountability to the community I would have the privilege of serving. Additionally, I reside approximately 23 minutes from Okeechobee and would be readily available to meet the needs and demands of the position, just as I would if I lived within the City limits.

I recognize the importance of the City Clerk's role and the trust placed in this position. If given the opportunity, I would fulfill its responsibilities with the utmost professionalism, integrity, impartiality, confidentiality, and dedication.

I sincerely appreciate your time and consideration of my request. I hope you will consider allowing my qualifications, experience, and commitment to public service to serve as the basis for evaluating my candidacy, despite my current residency outside the City limits.

Thank you again for this opportunity. I look forward to the possibility of contributing my skills and experience to the City of Okeechobee.

Respectfully,
Katerri Johnson

Exhibit 7
11/17/2026

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

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

City Council Regular Meeting Agenda Item

Subject: Prime Contract Change Orders
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Motion:
Motion to approve Prime Contract Change Orders from Proctor Construction for additional work to be done to the Public Safety Building.

Financial Impact:
The three change orders total $29,368.84.

Background:
The City received a grant from the Florida Department of Financial Services State Fire Marshal (FM1252) in the amount of $2,000,000.00 for hardening the Public Safety Building.

Proctor Construction is the company who has been hired to do this hardening.

The original agreement with Proctor came in at $687,430.00. Since this is under the amount we have received with the grant, we are requesting that a few additional tasks be added to the original agreement.

PCCO #001 is adding a sidewall infill to the canopy which will connect the Public Safety Building to City Hall in the amount of $16,185.85.

PCCO #002 is demolishing the concrete pad on the east side of the Public Safety Building. This pad was originally the base of the communications tower. The cost for this demotion is $10,565.76.

PCCO #003 is adding panic hardware to the exterior storefront door in the amount of $3,533.82.

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PROCTOR CONSTRUCTION

PCCO #001

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

Project: T-OK PUBLIC - OKEECHOBEE PUBLIC SAFETY REPAIRS
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Phone: NA

Prime Contract Change Order #001: Canopy Sidewall Infill - Okeechobee Public Safety Building

TO:	**CITY OF OKEECHOBEE** 55 SE THIRD AVENUE OKEECHOBEE, Florida 34974	**FROM:**	**PROCTOR CONSTRUCTION COMPANY, LLC** 2050 Hwy US-1, Suite 200 VERO BEACH, Florida 32960
DATE CREATED:	10/21/2026	**CREATED BY:**	TJ Donahue **(PROCTOR CONSTRUCTION COMPANY, LLC)**
DESIGNATED REVIEWER:		**REVIEWED BY:**	
SCHEDULE IMPACT:		**REVIEW DATE:**	
REVISED SUBSTANTIAL COMPLETION DATE:		**REVISION:**	0
CONTRACT FOR:	1:Public Safety Building Repairs	**TOTAL AMOUNT:**	$16,185.85

DESCRIPTION:
CE #003 - Canopy Sidewall Infill
This change is part of an owner change to the design of the canopy connecting the Public Safety building and City Hall. The owner requested the sidewalls to be infilled to block driving rain from hitting pedestrians underneath. Currently revised as a panel in-between the columns hanging 24" below the underside of roof. Infill to be same color as canopy (bronze).

ATTACHMENTS:
COR 1 - Canopy Sidewall Infill 24in.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Canopy Sidewall Infill - Okeechobee Public Safety Building		$16,185.85
		Total:	$16,185.85

CHANGE ORDER LINE ITEMS:

PCO # 001: Canopy Sidewall Infill - Okeechobee Public Safety Building

#	Cost Code	Description	Type	Amount
1	10-7316 - CANOPIES	Sidewall infill	Subcontract	$14,400.00
			Subtotal:	**$14,400.00**
			Insurance (1.00% Includes Cost Type (8)):	$144.00
			Bond (1.00% Includes Cost Type (8)):	$145.44
			Procore (0.17% Includes Cost Type (8)):	$24.97
			Fee (10.00% Includes Cost Type (8)):	$1,471.44
			Grand Total:	**$16,185.85**

The original (Contract Sum)	$703,157.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$703,157.00
The contract sum would be changed by this Change Order in the amount of	$16,185.85
The new contract sum including this Change Order will be	$719,342.85

The contract time will not be changed by this Change Order.

PROCTOR CONSTRUCTION

PCCO #001

Proctor Construction Company LLC

Project Manager: TO 10/21/2026 | 2:27:56 PM EDT
INITIAL DATE

Project Executive: TK 10/21/2026 | 4:39:44 PM EDT
INITIAL DATE

VP Verify:

CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, Florida 34974

PROCTOR CONSTRUCTION COMPANY, LLC

2050 Hwy US-1, Suite 200
VERO BEACH, Florida 32960

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Anderson Proctor 10/21/2026 | 4:40:08 PM EDT
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MACY CONSTRUCTION CORP
715 Tumblin Kling Rd.
Fort Pierce, FL 34982
Phone (772) 201-0339
CGC 1512939

PROPOSAL

SEPT 18, 2026

TO: PROCTOR CONSTRUCTION

FOR: OKEECHOBEE PUBLIC SAFTEY REPAIRS

Quantity	Description	RATE	AMOUNT
	INFILL BOTH SIDES OF WALKWAY CANOPIES WITH SOLID ALUMINUM PANELS, 24" DOWN FROM UNDERSIDE OF ROOF BRONZE COLOR TO MATCH CANOPIES		
		TOTAL	**$14,400.00**

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PROCTOR CONSTRUCTION

PCCO #002

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

Project: T-OK PUBLIC - OKEECHOBEE PUBLIC SAFETY REPAIRS
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Phone: NA

Prime Contract Change Order #002: Additional Exterior Demolition & Repair

TO:	**CITY OF OKEECHOBEE** 55 SE 3RD AVENUE OKEECHOBEE, Florida 34974	**FROM:**	**PROCTOR CONSTRUCTION COMPANY, LLC** 2050 Hwy US-1, Suite 200 VERO BEACH, Florida 32960
DATE CREATED:	10/21/2026	**CREATED BY:**	TJ Donahue **(PROCTOR CONSTRUCTION COMPANY, LLC)**
DESIGNATED REVIEWER:		**REVIEWED BY:**	
SCHEDULE IMPACT:	5 days	**REVIEW DATE:**	
REVISED SUBSTANTIAL COMPLETION DATE:	01/27/2027	**REVISION:**	0
CONTRACT FOR:	1:Public Safety Building Repairs	**TOTAL AMOUNT:**	$10,565.76

DESCRIPTION:

CE #004 - Additional Demolition

This change is unpurchased scope at time of contract, and deals with existing conditions in the parking lot and South side of the building.

Concrete foundation in Parking Lot

In the parking lot there is a concrete footer that was once a foundation for a tower that has been removed. PCC to chip the footer below grade and infill/repair the space with asphalt to the existing grade.
Cost: $5,800.00

Curb/planter on South side of Building

The South side of the building has a planter with a curb that has been abandoned for some time. PCC to remove the curb and infill with concrete at existing grade.
Cost: $3,600.00

ATTACHMENTS:

COR 2 - Additional Demo.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	Additional Exterior Demolition & Repair	5 days	$10,565.76
		Total:	$10,565.76

CHANGE ORDER LINE ITEMS:

PCO # 002: Additional Exterior Demolition & Repair

#	Cost Code	Description	Type	Amount
1	02-4100 - DEMOLITION	Parking lot demo/repair	Subcontract	$5,800.00
2	02-4100 - DEMOLITION	Curb Demo/Infill	Subcontract	$3,600.00
			Subtotal:	**$9,400.00**
			Insurance (1.00% Includes Cost Type (8)):	$94.00
			Bond (1.00% Includes Cost Type (8)):	$94.94
			Procore (0.17% Includes Cost Type (8)):	$16.30
			Fee (10.00% Includes Cost Type (8)):	$960.52
			Grand Total:	**$10,565.76**

PROCTOR CONSTRUCTION

PCCO #002

The original (Contract Sum)	$703,157.00
Net change by previously authorized Change Orders	$16,185.85
The contract sum prior to this Change Order was	$719,342.85
The contract sum would be changed by this Change Order in the amount of	$10,565.76
The new contract sum including this Change Order will be	$729,908.61
The contract time will be increased by this Change Order by 5 days.	
The Revised Substantial Completion Date will be	1/27/2027

Proctor Construction Company LLC

Project Manager: TD — 11/10/2026 | 11:07:15 AM EST
INITIAL — DATE

Project Executive: DS TK — 11/10/2026 | 11:09:15 AM EST
INITIAL — DATE

CITY OF OKEECHOBEE

55 SE 3RD AVENUE
OKEECHOBEE, Florida 34974

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SIGNATURE **DATE**

PROCTOR CONSTRUCTION COMPANY, LLC

2050 Hwy US-1, Suite 200
VERO BEACH, Florida 32960

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SIGNATURE **DATE**

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MACY CONSTRUCTION CORP
715 Tumblin Kling Rd.
Fort Pierce, FL 34982
Phone (772) 201-0339
CGC 1512939

PROPOSAL

OCT 18, 2026

TO: PROCTOR CONSTRUCTION

FOR: OKEECHOBEE PUBLIC SAFTEY REPAIRS

Quantity	Description	RATE	AMOUNT
	CHIP OFF TOP 12" OF 8' X 8' CONCRETE FOOTER/SLAB TO BELOW GRADE. APPLY ASPHALT TOPPING		$5800.00
	REMOVE 32" X 75' CURBING AND INFILL. PREP AND POUR CONCRETE FLUSH WITH EXISTING ROADWAY		$3600.00
		TOTAL	**$9400.00**

PROCTOR CONSTRUCTION

PCCO #003

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

Project: T-OK PUBLIC - OKEECHOBEE PUBLIC SAFETY REPAIRS
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Phone: NA

Prime Contract Change Order #003: Panic Hardware Revision

TO:	**CITY OF OKEECHOBEE** 55 SE 3RD AVENUE OKEECHOBEE, Florida 34974	**FROM:**	**PROCTOR CONSTRUCTION COMPANY, LLC** 2050 Hwy US-1, Suite 200 VERO BEACH, Florida 32960
DATE CREATED:	10/22/2026	**CREATED BY:**	TJ Donahue **(PROCTOR CONSTRUCTION COMPANY, LLC)**
DESIGNATED REVIEWER:		**REVIEWED BY:**	
SCHEDULE IMPACT:	0 days	**REVIEW DATE:**	
REVISED SUBSTANTIAL COMPLETION DATE:		**REVISION:**	0
CONTRACT FOR:	1:Public Safety Building Repairs	**TOTAL AMOUNT:**	$3,533.82

DESCRIPTION:
CE #001 - Panic Hardware Revision
The following change is unpurchased scope at the time of contract award. The change is due to the owner requesting panic hardware for the storefront door and new hollow metal doors labeled 102 and 106.

Storefront Door Panic Hardware = $1,513.00
Hollow Metal Door Panic Hardware = $1,630.92

ATTACHMENTS:
COR 1-All American-Okeechobee Public Safety-Panic Hardware.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	Panic Hardware Revision	0 days	$3,533.82
		Total:	$3,533.82

CHANGE ORDER LINE ITEMS:

PCO # 003: Panic Hardware Revision

#	Cost Code	Description	Type	Amount
1	08-4313 - ALUMINUM FRAMED STOREFRO	Panic Hardware-Storefront	Subcontract	$1,513.00
2	08-1000 - DOORS AND FRAMES	Panic Hardware-HM	Subcontract	$1,630.92
			Subtotal:	**$3,143.92**
			Insurance (1.00% Includes Cost Type (8)):	$31.44
			Bond (1.00% Includes Cost Type (8)):	$31.75
			Procore (0.17% Includes Cost Type (8)):	$5.45
			Fee (10.00% Includes Cost Type (8)):	$321.26
			Grand Total:	**$3,533.82**

The original (Contract Sum)	$703,157.00
Net change by previously authorized Change Orders	$26,751.61
The contract sum prior to this Change Order was	$729,908.61
The contract sum would be changed by this Change Order in the amount of	$3,533.82
The new contract sum including this Change Order will be	$733,442.43

The contract time will not be changed by this Change Order by 0 days.

PROCTOR CONSTRUCTION

PCCO #003

Proctor Construction Company LLC

Project Manager: TD — 11/10/2026 | 9:47:44 AM EST
INITIAL DATE

Project Executive: TK — 11/10/2026 | 10:50:46 AM EST
INITIAL DATE

CITY OF OKEECHOBEE

55 SE 3RD AVENUE
OKEECHOBEE, Florida 34974

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SIGNATURE **DATE**

PROCTOR CONSTRUCTION COMPANY, LLC

2050 Hwy US-1, Suite 200
VERO BEACH, Florida 32960

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11/10/2026 | 8:26:
SIGNATURE **DATE**

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ALL-AMERICAN SHUTTERS & GLASS

Build a life. Protect a legacy.

R2 – 10/06/26

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

Project: Okeechobee Public Safety
55 Southeast 3rd Avenue
Okeechobee, FL 34974

1. **Exterior Impact Doors**
   Change in product hardware for 9000 Series Door – Adds Bronze Finish Manual Panic Device to Door 101.
   Note: Door Size at minimum width to maintain egress requirements.
   Includes the following Marks:
   - Door 101 – Quantity 1 = 38 7/8" x 90" – (1 Lite Single SF Door with 1 Lite Transom). Includes **Manual Panic Device.**

Change Order Total = $ 1,513.00

Price includes material,1x Bucks if needed, waterproofing as needed, and installation.
Excludes: Structural reinforcement of opening, Perimeter window & door face caulking (Beauty Caulking) after stucco by others, electric connections, and separate permit (if required).

The above quoted price shall be held for a period of 30 days from the date of quote.
Acceptance of proposal will be through separate contract from Proctor Construction Co.

Respectfully Submitted
By: Don Rees
Agent for Levinson Built LLC

Exhibit 8
11/17/2026

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: Amendment to D0339 Grant with Florida Department of Commerce
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Motion:
Motion to approve Amendment Two to Grant D0339 between Florida Department of Commerce and the City of Okeechobee.

Financial Impact:
No impact.

Background:
The City received a grant from the Florida Department of Commerce (D0339) in February 2026 resurface roads in the Commerce Center and construct a new road in the Park Street Commerce Center.

The grant awarded $678,003.70 to the Commerce Center paving project and $521,996.30 to the Park Street Commerce Center.

The Commerce Center paving project came in at $618,993.84. This grant amendment will allow the savings of $59,009.86 from the Commerce Center to be shifted to the Park Street Commerce Center project bringing the amount of grant funds for that project to $581,006.16.

	Commerce Center
Original Award Amount	$678,003.70
Actual Cost	$618,993.84
Savings shifted to PSCC	*-$59,009.86*

	Park Street Commerce Center
Original Award Amount	$521,996.30
Cost Shift from CC	*$59,009.86*
Amended Award	$581,006.16

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AMENDMENT TWO
TO GRANT AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
CITY OF OKEECHOBEE, FLORIDA

On March 12, 2026, the **State of Florida, Department of Commerce** ("Commerce"), and **City of Okeechobee, Florida** ("Grantee") (collectively the "Parties"), entered into Rural Infrastructure Fund ("RIF") grant agreement D0339 ("Agreement"), pursuant to section 288.0655(2)(b), Florida Statutes.

WHEREAS, Paragraph D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Agreement was amended on **May 1, 2026**; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The **first recital** on Page 1 of the Agreement is hereby amended to add the following:

   Attachment 4: PUR 1355: Foreign Country of Concern

   Attachment 5: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

2. **Section FF, HUMAN TRAFFICKING,** of the Agreement is hereby deleted in its entirety and replaced with the following:

   FF. HUMAN TRAFFICKING AND FORCED LABOR

   If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

   If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and/or PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 5) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

3. **Section 4, DELIVERABLES**, of Attachment 1 Scope of Work, is hereby deleted in its entirety and is replaced by the following:

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4. DELIVERABLES: Grantee agrees to provide the following services as specified:**Deliverable No. 1 – Demolition, Milling, Removal, and Resurfacing of NE 9th Avenue and 12th Street to Highway 441**		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete Demolition, milling, and removal of NE 9th Avenue, 12th Street, and NE 9th Street to Highway 441 in accordance with Section 2.A of this Scope of Work.	Grantee may be allowed reimbursement upon 10% increments up to 90%, and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Florida Commerce's Agreement Manager of the following: 1) Invoice package as defined in section 6 of this scope of work. 2) Certification by a licensed engineer using AIA form G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete. 3) Five (5) before photos.	Failure to complete the Minium Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
		Deliverable No. 1 Not to Exceed: $20,250.00
Deliverable No. 2 – Construct New Roadway at NE 9th Avenue and 12th Street to Highway 441		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete Construct and resurface roadway at NE 9th Avenue, 12th Street, and NE 9th Street to Highway 441 activities in accordance with Section 2.B of this Scope of Work.	Grantee may be allowed reimbursement upon 10% increments up to 90%, and 100% completion of the identified task in accordance with Section 2.B of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following: 1) Invoice package as defined in section 6 of this scope of work. 2) Certification by a licensed engineer using AIA form G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete. 3) Five (5) after photos.	Failure to complete the Minium Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
		Deliverable No. 2 Not to Exceed: $598,743.84
Deliverable No. 3 – Phase 1 Construction of Northeast 13th Avenue and NE 3rd Street		
Tasks	**Minimum Level of Service**	**Financial Consequences**

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Grantee shall complete Phase 1 Construction of NE 13th Avenue and NE 3rd Street in accordance with Section 2.C of this Scope of Work.	Grantee may be allowed reimbursement upon 10% increments up to 90%, and 100% completion of identified tasks in accordance with Section 2.C of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following: 1) Invoice package as defined in section 6 of this scope of work. 2) Certified copy of As-builts. 3)Certification by a licensed engineer using AIA form G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete. 4) Five (5) before and after photos.	Failure to complete the Minium Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
		Deliverable No. 3 Not to Exceed: $581,006.16
		TOTAL AWARD NOT TO EXCEED: $1,200,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

4. The Agreement is hereby amended to add the attached **Attachment 4** - PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor.

5. The Agreement is hereby amended to add the attached **Attachment 5** - PUR 1355: Foreign Country of Concern Attestation.

6. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and are to be performed as specified in the Agreement.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement D0339, as amended. The terms of this Amendment will become effective upon execution by Florida Department of Commerce.

FLORIDA DEPARTMENT OF COMMERCE	**CITY OF OKEECHOBEE, FLORIDA**
By _____ Signature	**By** _____ Signature
_____	**Dowling Watford, Jr.**
Title _____	**Title** **Mayor**
Date _____	**Date** _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attest:

_____
Lane Gamiotea, CMC, City Clerk

Reviewed for Legal Sufficiency

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

Docusign Envelope ID: 7FDE00BD-5C91-8F3D-8359-DBAEC0C3866E

ATTACHMENT 4

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Docusign Envelope ID: 7FDE00BD-5C91-8F3D-8359-DBAEC0C3866E

ATTACHMENT 5

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.
Entity Name:
Representative/Officer's Printed Name:
Representative/Officer's Title:
Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.
Entity Name:
Senior Management's Printed Name:
Senior Management Member's Title:
Signature: Date:

Exhibit 9
11/17/2026

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: Resolution No. 2026-10 – Acceptance of Official Election Results and Declaration of Elected City Council Members
Date: November 17, 2026
From: Lane Gamiotea, City Clerk

RECOMMENDATION

Motion to adopt Resolution No. 2026-10, accepting the 2026 City Council election results and formally declaring Robert “Bob” Jarriel, David R. McAuley, and Dowling R. Watford, Jr. elected to serve as City Council Members for four-year terms beginning January 4, 2027, and ending January 6, 2031.

BACKGROUND

The City of Okeechobee held its General Election on November 3, 2026, for three City Council seats. During the qualifying period, three candidates qualified for the three available positions: Robert “Bob” Jarriel, David R. McAuley, and Dowling R. Watford, Jr. As all three candidates were unopposed, their names did not appear on the General Election ballot.

Resolution No. 2026-10 formally accepts the election results and declares the three candidates elected to serve four-year terms in accordance with the City Charter and Section 26-5 of the City Code of Ordinances.

The resolution also outlines the duties and responsibilities of City Council Members, including applicable ethics and training requirements, financial disclosure obligations, public meeting and public records requirements, compensation, and available benefits. Additionally, the resolution directs the City Clerk to coordinate an investiture ceremony and issue Certificates of Election to the elected officials in accordance with Section 26-10 of the City Code of Ordinances.

FISCAL IMPACT

Compensation and benefits for City Council Members are authorized by the City Charter and established through the annual budget ordinance. No additional fiscal impact is anticipated as a result of this resolution.

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE 2026 OFFICIAL RESULTS FOR THREE OFFICES OF CITY COUNCIL; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY ROBERT "BOB" JARRIEL, DAVID R. MCAULEY, AND DOWLING R. WATFORD, JR.; PROVIDING FOR A SUMMARY OF DUTIES, COMPENSATION, BENEFITS, AND PUBLIC RECORDS; PROVIDING FOR THE CITY CLERK TO ISSUE CERTIFICATES OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 16, 2026, by virtue of the provisions of the Charter of the City of Okeechobee and Florida State Law, Mayor Watford proclaimed and declared that a General City Election will be held on November 3, 2026, by the qualified voters to elect three City Council Members; and

WHEREAS, as provided in the Election Chapter, Section 26-4, of Part II of the Code of Ordinances, the City's qualifying period was held from Noon, August 3 through Noon, August 7, 2026, in the Office of the City Clerk for all persons who desired to become a qualified City Candidate; and

WHEREAS, only three such individuals, Bob Jarriel, David R. McAuley, and Dowling R. Watford, Jr., qualified as Candidates for the Office of City Council and whose names did not appear on the General Ballot, as they are unopposed for said Office.

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

Section 1. **Recitals**. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. **Candidates Elected and Terms**. **Bob Jarriel**, **David R. McAuley**, and **Dowling R. Watford, Jr**., being unopposed, are hereby declared elected as City Council Members, and shall hold office for four (4) years beginning the first Monday in January following the City General Election and until their successors are elected and qualified as provided in the Election Chapter, Section 26-5, Code of Ordinances. Terms begin January 4, 2027, through January 6, 2031.

Section 3. **Duties and Responsibilities; Compensation; Benefits; Public Records.** City Council Members are expected to uphold all laws government municipalities whether Federal, State, or local. Duties and responsibilities of elected officials are set out in various chapters of the Florida Laws, Florida Administrative Code, and Florida Statutes including the Sunshine Laws, and the Open Public Records Laws; additional specific duties and responsibilities are provided in, but not limited to the City Charter, City Code of Ordinances, City Employee Policies and Procedures Handbook, City Safety Policy Manual, City Drug-Free Workplace Policy, and City Workers Compensation Policy. These publications along with a digital copy of the Florida Municipal Officials Manual are provided to Council Members.

The list compiled below is representative, and not intended to be a comprehensive list of duties and responsibilities. The omission of a specific function does not absolve an official from being required to perform tasks incidental to or inherent to the position.

- Set policy and make decisions concerning different aspects of municipal government such as tax rates, rezonings, comprehensive plan amendments, annexations, land development regulations, and awards contracts over amount set by ordinance.

- Attends regular Council meetings as well as workshops and special meetings.

- Serve as City liaison for various area-wide boards and committees.

- Complete and file every year, a State of Florida Financial Disclosure Form 1 (or if required, Form 6).

- Complete annually, the State required four-hour training on Ethics, Open Public Meetings (Sunshine Law), and Public Records, and file a copy of the certificate of completion with the City Clerk.

- Comply with all State Statutes, Florida Administrative Code, and State Constitution regarding public records. This includes maintaining and checking on a regular basis, the assigned City email and maintain proper keeping of all records made or received in connection with the transaction of official City business.

- Review and adopt an annual budget for revenues, operating expenses, capital improvement projects, public facilities improvements and/or grant projects.

- Review the annual Financial Report for the City (Audit Report).

- Creates and/or abolishes departments by ordinance, excluding ones authorized by Charter. Approves staffing requirements within each department and sets annual compensation of the employees during the annual budget adoption.

- Make appointments to multiple citizen boards such as the Okeechobee Utility Authority Board of Directors; the Planning Board, the Board of Adjustment, the Design Review Board, the Municipal Police Officers and Firefighters Pension Trust Fund Board of Trustees, and the General Employees Retirement System Board of Trustees.

- Represent the City for numerous ribbon cuttings, opening day festivities and organizational welcomes.

- Personnel files are maintained by Human Resources; a driver history check is conducted upon the beginning of the term of office, additional driving history reports may be obtained as required. Additional personnel processing is conducted as required by law, of which include E-Verify and Florida Employment Reporting. Pre-employment substance screenings and health physicals are not conducted. However, Council Members are subject to follow all workers compensation protocols and procedures in the event of an accident or injury.

- City Council Members do not have offices within City Hall; the positions are classified as part-time.

Compensation. Compensation is authorized by the City Charter and established by the annual budget ordinance.

Benefits. City Council Members are entitled to participate or opt out of the General Employees Retirement System as provided by ordinance; to participate in the Employee Health Insurance and Life Insurance or participate in optional insurance, benefit and/or retirement plans at group rates; and a monthly cell phone reimbursement.

Public Records. **A public record is defined in Chapter 119, Florida statutes to include** all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission (i.e.: text messages, voice mail, emails, social media comments/posts, made or received on any device regardless of device ownership).

- Council Members are required to retain all text messages, voice messages, videos/photographs made or received in connection with the transaction of official City business on their personal cell phone(s), computer(s), or other electronic devices.

- Council Members are required to ensure their personal cell phone carrier can provide call logs for all incoming and outgoing texts or phone calls. Additionally, that they be able to provide the content of the text message.

This is required for the duration of the term of office. It is strongly encouraged that Council Members retain a monthly copy (digitally preferred) if the carrier only provides this content for a certain amount of time.

- Records Management forms, dates required to retain public records, and training will be provided by the City Clerk's Office.

- Council Members may submit records to the City Clerk's Office to be stored in the Records Room.

Section 4. **Certificate of Election**. The City Clerk is hereby instructed to coordinate an Investiture Ceremony for the official issuance and delivery of the Certificates of Election to each candidate elected as provided in the Election Chapter, Section 26-10, Code of Ordinances.

Section 5. **Conflicts**. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 6. **Severability**. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 7. **Effective Date**. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED in Regular Session this **17th** day of **November 2026**.

_____
Dowling R. Watford, Jr., Mayor

ATTEST:

_____
Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

_____
City Attorney
Nason Yeager Genson Harries & Fumero, P.A.

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: Professional Services Agreement with Nunez Lawncare and Landscaping, Inc.
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Motion:
Motion to approve Professional Services Agreement with Nunez Lawncare and Landscaping, Inc. to perform Landscape Maintenance Services.

Financial Impact:
$96,000.00 per year

Background:
The City issued a Request for Proposal for Landscaping Maintenance Services in August 2026.

Nunez Lawncare and Landscaping, Inc was awarded the bid at the October 6, 2026, City Council Meeting.

We are recommending that the Council approve this agreement for Nunez Lawncare and Landscaping, Inc. to provide the City with Landscape Maintenance Services.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OKEECHOBEE
AND
NUNEZ LAWNCARE AND LANDSCAPING, INC.

THE PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 1st day of December 2026 (the "Effective Date"), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the "City") and Nunez Lawncare and Landscaping, Inc., a Florida Corporation, whose address is 3650 SE 36th Avenue, Okeechobee, FL 34974 (hereinafter, the "Contractor").

WHEREAS, the Contractor will perform services on behalf of the City, all as further set forth during negotiations with the City, attached hereto as **Exhibit A** ("Scope of Services"); and

WHEREAS, the Contractor and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

1. <u>Scope of Services</u>.

1.1 Contractor shall provide the Services set forth in the attached Exhibit A, incorporated herein by reference.

1.2 Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").

2. <u>Term/Commencement Date</u>.

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for an initial three (3) year term, until November 30, 2029, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement and amend the terms and conditions for two (2) additional one (1) year terms upon written notice to Contractor at least 30 days prior to expiration of the term.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

3. Compensation and Payment.

3.1 Compensation for Services provided by Contractor shall be in accordance with the Rate Schedule and Compensation and Payment Terms attached hereto as **Exhibit B**.

3.2 Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to the Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

4. Subcontractors.

4.1 The Contractor shall be responsible for all payments to any Subcontractors and shall maintain responsibility for all work related to the Services.

4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the General Services Director, which approval shall be granted or withheld in the General Services Director's sole and absolute discretion.

5. City's Responsibilities.

5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2 Upon Contractor's request, City shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities.

6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

7. Termination.

7.1 The City may terminate this Agreement without cause by providing no fewer than sixty (60) calendar days written notice to the Contractor, or immediately with cause.

7.2 Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Public Works Director.

7.3 In the event of termination by the City, the Contractor shall be paid for all work accepted by the Public Works Director up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 15.2(d).

8. Insurance.

8.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm qualified to do business in the State of Florida and having an A.M. Best rating of at least A:VII or better. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

a. Commercial General Liability. Contractor or its subcontractors shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than: (i) each occurrence, $1,000,000; (ii) personal/advertising injury, $1,000,000; (iii) products/completed operations aggregate, $2,000,000; (iv) general aggregate, $2,000,000; and (v) medical expense, $10,000 any one person. This Liability Insurance shall also eliminate the exclusion with respect to property under the care, custody and control of Contractor.

b. Workers' Compensation and Employers' Liability. Contractor or its subcontractors shall maintain Workers' Compensation Insurance and Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Workers'

Compensation insurance.

c. Business Automobile Liability. Contractor or its subcontractors shall maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office.

8.2 Certificate of Insurance. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Okeechobee, a municipality of the State of Florida, its officers, employees and agents." The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, Contractor shall be required, upon receipt of thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. In the event that Contractor is unable to obtain such coverage, Contractor shall have the right to terminate this Agreement. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. Certificates of Insurance shall be provided to the City no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty

(30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the City.

8.3 Additional Insured. An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

8.4 Loss Payee. The City is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.

8.5 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. All deductible amounts shall be paid for and be the responsibility of the Contractor or its subcontractors for any and all claims under this Agreement.

8.6 Waiver of Subrogation. Contractor or its subcontractors shall agree to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor or its subcontractors enter into such a contract on a pre-loss basis.

8.7 Subcontractor Insurance; Higher Limits. It shall be the responsibility of Contractor to ensure that all independent contractors and subcontractors comply with the insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. It shall be the responsibility of Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured. If a contractor, independent contractor or subcontractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by such contractor, independent contractor or subcontractor.

8.8 The provisions of this section shall survive termination of this Agreement.

9. Nondiscrimination.

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. Attorney Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

11. Indemnification.

11.1 Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Denise Whitehead
City Administrator
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.
City Attorney
Nason Yeager Gerson Harris & Fumero, PA
110 E. Broward Blvd., Suite 1010
Fort Lauderdale, FL 33301

For the Contractor: Mario Nunez
Nunez Lawncare and Landscaping, Inc.
3650 SE 36th Avenue
Okeechobee, FL 34974

13. Governing Laws.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

14. Entire Agreement/Modification/Amendment.

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. Ownership and Access to Records and Audits.

15.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

15.2 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.

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 by Florida Statutes.

c. Ensure that public records that are confidential or exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

d. Upon completion or termination of this Agreement, Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain the public records required by the City to perform the service. If the Contractor transfers all public records to the City, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records after completion or termination of this Agreement, the 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.

15.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

15.4 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

15.5 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

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.

16. Nonassignability.

This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

17. **Severability.**
If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**
The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

19. **Compliance with Laws.**
The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20. **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 this Agreement) to register with and use the E-Verify system to verify the work authorization status of the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) 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 this Agreement 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 this Agreement if it has a good faith belief that the Contractor or any subcontractor has knowingly violated Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), and that such termination is not a breach of this Agreement by the City.

21. Waiver.
The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

22. Survival of Provisions.
Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.
The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit.
Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:

By:_____

Name:_____

Title:_____

Date Executed:_____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE CITY:
CITY OF OKEECHOBEE,
a Florida municipal corporation

_____
Dowling R. Watford Jr., Mayor

Date:_____

ATTEST:

_____
Lane Gamiotea, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

_____
Stephen L. Conteagüero, Esq
Nason Yeager Gerson Harris & Fumero, P.A.
Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under the general supervision of the Public Works Director, the Company will perform Landscape Maintenance Services. These services will include, but are not limited to:

1. **Mowing**: Turf areas shall be maintained in a healthy, growing, green, trim condition. All grass areas should be mowed no less than 38 times a year, with an expected 40 to 43 to include preparation for special events. Mowing height shall be maintained by about 2-3 inches or as conditions require.
   Trimming: Grass shall be trimmed during, or as an immediate operation following mowing. Turf will be trimmed at the same height as adjacent turf. Areas requiring trimming include but are not limited to trees, sprinklers, edges, plant beds, and all other objects as required by designee.
   Edging: Edging of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, patios, decks will be completed during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depth.

2. **Tree trimming and pruning**: Company shall perform routine canopy lifting and removal of low-hanging branches as part of landscape maintenance. Tree pruning shall be limited to minor maintenance pruning and shall not exceed twenty-five percent (25%) of the live canopy during any twelve-month period.

   Minimum clearances shall be maintained as follows:
   - Eight (8) feet over sidewalks and pedestrian walkways
   - Ten (10) feet over parking areas
   - Fourteen (14) feet over streets, roadways, and alleys

   Branches shall also be pruned as necessary to maintain visibility of traffic control devices, street name signs, lighting fixtures, security cameras, and landscaping features. All pruning shall conform to current ANSI A300 pruning standards and applicable ISA Best Management Practices.

3. **Symmetrical trimming of hedges**: Hedges shall be maintained with symmetrical lines and uniform appearance. Formal hedges shall be trimmed to maintain consistent height, width, and shape throughout the length of the hedge. Hedge sides shall be plumb and evenly tapered, with the top slightly narrower than the base to promote adequate sunlight penetration and healthy growth. Shrubs shall not obstruct sidewalks, pedestrian pathways, signs, lighting, utilities, intersections, or sight distances. Dead, damaged, diseased, or unsightly branches shall be removed during each maintenance cycle. All debris generated from trimming operations shall be removed from the site on the same day service is performed. Company shall avoid excessive shearing that damages plant health or natural growth habits**.**

4. **Weed removal:** All weeds shall be manually removed or treated with approved herbicides as necessary. Landscape beds shall be maintained in a weed-free condition at all times. Grass encroachment into planting beds shall be removed during each service visit. Sidewalks, curbs, gutters, and paved surfaces shall be blown clean following maintenance activities.

5. **Edging along sidewalk:** All turn areas adjacent to sidewalks, curbs, pedestrian pathways, driveway, and other hardscape surfaces shall be edged to maintain a clean, neat, and professional appearance.

6. **Mulch installation:** No less than twice a year. Existing mulch should be removed before new red mulch is installed. Red mulch shall be applied uniformly to a finished depth of 3 inches. Mulch shall be maintained at a consistent depth throughout all planting beds. Company shall remove excess mulch from sidewalks, curbs, pavement, and turf immediately following installation.

   Areas to avoid mulch installation:
   - Playground at Centennial Park
   - Palmettos in Cattleman's Park
   - Primitive Baptist Church
   - Raulerson Cabin

7. **Application of fertilizer when needed:** Fertilizer shall be granular commercial-grade products appropriate for the plant material being maintained. Applications shall comply with all applicable federal, state, county, and municipal regulations. Turf areas, shrubs and tree plantings shall receive fertilizer applications sufficient to maintain healthy growth and appearance.

   Areas to avoid fertilizer application:
   - Playground at Centennial Park
   - Palmettos in Cattleman's Park
   - Primitive Baptist Church
   - Raulerson Cabin

8. **Application of insecticide as needed:** Company shall inspect landscape areas during each service visit for evidence of insect infestation, disease, or other pest-related damage. Insecticides shall be EPA-registered and applied in accordance with label direction and all applicable regulations.

9. **Trash/debris removal**: On the day of each service, Company is responsible for all trash/debris/clippings to be removed from property location.

These essential job functions are not to be construed as a complete statement of all duties to be performed. Company may be required to perform other job-related duties as required.

All services shall be performed and completed in compliance with Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

EXHIBIT B
RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

Company Name Nunez Lawn Care & Landscaping Inc **RFP No. GS 01-32-08-26**

Description	Monthly Cost	Annual Cost
General landscape and maintenance of all locations identified in the Scope of Services.	$6,208.33	$74,500
Tree trimming	$791.67	$9,500
Mulch	$500	$6,000
Fertilization	$500	$6,000
Additional breakdown if needed:		
TOTAL COST	$8000	$96,000
Payment Terms		

Exhibit 11
11/17/2026

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: Piggyback Agreement with Scott's Quality Cleaning, LLC.
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Motion:
Motion to approve a Piggyback Agreement with Scott's Quality Cleaning, LLC to perform custodial and cleaning services.

Financial Impact:
$30,951.24 per year

Background:
The City is proposing to enter into a piggyback agreement off an agreement between Scott's Quality Cleaning, LLC and Okeechobee County for Cleaning Services. The County issued an Invitation to Bid in October 2023 and Scott's Quality Cleaning was awarded the contract.

Scott's will be providing cleaning services for our Public Safety Building, Public Works, Centennial Park restrooms, City Hall and the Police Department.

The City Administrator recommends the Council approve the Piggyback Agreement with Scott's Quality Cleaning, LLC to perform custodial and cleaning services in various City facilities.

PIGGYBACK AGREEMENT
BETWEEN
CITY OF OKEECHOBEE AND
SCOTT'S QUALITY CLEANING, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS PIGGYBACK AGREEMENT ("Agreement") is made and entered into between the CITY OF OKEECHOBEE (the "CITY"), a political subdivision of the State of Florida whose address is 55 SE 3rd Avenue, Okeechobee, FL 34974, and SCOTT'S QUALITY CLEANING, LLC (the "CONTRACTOR"), a Florida limited liability company, whose address is 2344 State Road 70 West Okeechobee, FL 34972 (hereinafter collectively referred to as the "Parties").

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

WHEREAS, Okeechobee County has entered into an Independent Contractor's Agreement (the "Contract") with the CONTRACTOR on or about February 8, 2024;

WHEREAS, the Contract was awarded to the CONTRACTOR by the Okeechobee County Board of County Commissioners on December 28, 2023, following the County's competitive solicitation, Invitation to Bid 2023-11, "Facilities Maintenance Custodial Services" (the "ITB");

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

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

WHEREAS, the CONTRACTOR agrees to extend the terms and conditions of the Contract to the CITY at the pricing set forth in **Exhibit "A"**, subject to the terms and conditions of this Agreement; and

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

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

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

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

3. **Terms and Conditions**. Except as otherwise stated herein, the terms and conditions of the Independent Contractors Agreement entered into with the Okeechobee County shall constitute the terms and conditions of this Agreement. A true and correct copy of the Independent Contractors Agreement is attached hereto as **Exhibit "B"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "B" will be resolved in favor of the body of this Agreement. References in Exhibit B to the "COUNTY" mean the CITY, and references to the "Bid Documents" mean the ITB and any addenda to it. The following provisions of Exhibit B do not apply to this Agreement: the designation of the County's project manager, notice addressee, and public records custodian; the annual rate of $225,402.98 and Exhibits "A" through "H" attached to Exhibit B (the County's facility scopes and pricing); and the County's term, renewal, and prior-contract termination provisions. The public records provisions in the body of this Agreement control over any inconsistent public records provisions in Exhibit B.

4. **Agreement Term, Commencement of Services, and Renewal.** This Agreement shall take effect on the date of approval by the CITY Council set forth on the signature page and shall continue thereafter until February 7, 2027, unless sooner terminated under the terms of this Agreement. This Agreement may be renewed by the City for two (2) additional one (1) year terms upon written notice by CITY to CONTRACTOR no fewer than thirty (30) days prior to the then-current term. Any renewal or extension of this Agreement requires the written agreement of the Parties.

5. **Payment.** CITY agrees to compensate CONTRACTOR for work actually performed under this Agreement at the rate/basis described in Exhibit "A". The CITY reserves the right to withhold amounts in the event of the non-performance of all or part of the CONTRACTOR's obligations under this Agreement. CONTRACTOR will invoice the CITY monthly in arrears for work actually performed, and the CITY will pay proper invoices in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. The monthly rate and annual amount set forth in Exhibit "A" are fixed for the term of this Agreement, and in no event will CONTRACTOR be paid more than those amounts, except for additional services requested by the CITY in writing in advance at the rates set forth in Exhibit "A".

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

7. **Notices.** All notices to the Parties under this Agreement must be in writing and sent via certified mail to the CITY at: City Administrator, City of Okeechobee, 55 SE 3rd Avenue, Okeechobee, Florida 34974; and to the CONTRACTOR at: Scott's Quality Cleaning, LLC, Attention: Michelle Dawson, President, 2344 State Road 70 West, Okeechobee, Florida 34972.

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

operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

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

i. Workers' Compensation Insurance & Employer's Liability
Grantee or its contractors or subcontractors shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

ii. Commercial General Liability Insurance
Grantee or its contractors or subcontractors shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- Each occurrence: $1,000,000
- Personal/advertising injury: $1,000,000
- Products/completed operations aggregate: $2,000,000
- General aggregate: $2,000,000
- Medical expense: $10,000 any 1 person

iii. Additional Insured
An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included. No applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

iv. Certificate of Insurance
Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Okeechobee, a municipality of the State of Florida, its

officers, employees and agents.". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, Grantee shall be required, upon receipt of thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. In the event that Grantee is unable to obtain such coverage, Grantee shall have the right to terminate this Agreement. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

v. Automobile Liability Insurance
Grantee or its contractors or subcontractors shall maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Grantee to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

vi. Waiver of Subrogation
Grantee or its contractors or subcontractors shall agree to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Grantee or its contractors or subcontractors enter into such a Contract on a pre-loss basis.

vii. Deductibles
All deductible amounts shall be paid for and be the responsibility of the Grantee or its contractors or subcontractors for any and all claims under this Agreement.

It shall be the responsibility of Grantee to ensure that all independent contractors and/subcontractors comply with the insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. It will be the responsibility of Grantee to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured. It is a contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

All insurance carriers must have an AM Best rating of at least A:VII or better.

9. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or

regulating the provision of such services, including those now in effect and hereafter adopted. CONTRACTOR must maintain in good standing all licenses and business tax receipts required by law to perform the services throughout the term of this Agreement.

10. **Assignment and Subcontracting.** CONTRACTOR may not assign or delegate any rights or duties under this Agreement without the prior written consent of the CITY. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

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

12. **E-Verify.** CONTRACTOR affirms that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, as required by Section 448.095, Florida Statutes, and will continue to do so during the term of this Agreement. CONTRACTOR must expressly require each subcontractor performing work under this Agreement to register with and use E-Verify, must obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and must maintain a copy of each affidavit for the duration of this Agreement. If the CITY has a good faith belief that CONTRACTOR or any subcontractor has knowingly violated Section 448.09(1), Florida Statutes, or Section 448.095, Florida Statutes, the CITY will terminate this Agreement as required by Section 448.095, Florida Statutes, and CONTRACTOR acknowledges that such a termination may render it ineligible for a public contract for the period provided in that section.

13. **Scrutinized Companies.** By executing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel, as provided in Section 287.135, Florida Statutes. CONTRACTOR further certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and is not engaged in business operations in Cuba or Syria. The CITY may terminate this Agreement at its option if CONTRACTOR has submitted a false certification or, during the term of this Agreement, is placed on any such list or engages in a boycott of Israel or in business operations in Cuba or Syria.

14. **Foreign Countries of Concern.** CONTRACTOR represents that it is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes, that the government of a foreign country of concern does not have a controlling interest in CONTRACTOR, and that CONTRACTOR is not organized under the laws of, and does not have its

principal place of business in, a foreign country of concern. If the CITY determines that this Agreement will grant CONTRACTOR access to an individual's personal identifying information, CONTRACTOR must, upon request, provide an affidavit signed by an officer or representative of CONTRACTOR under penalty of perjury attesting to the foregoing, including upon any extension or renewal of this Agreement.

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

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

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

a. Keep and maintain public records required by the CITY to perform the service.

b. Upon request from the CITY's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if CONTRACTOR does not transfer the records to the CITY.

d. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion

of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

i. "Public records" is defined in Section 119.011(12), Florida Statutes, as may be, from time to time, amended.
ii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119, Florida Statutes, and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
iii. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by the CITY.
iv. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
v. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LANE GAMIOTEA, CITY CLERK, 863-763-9814; EMAIL: lgamiotea@cityofokeechobee.com; MAILING ADDRESS: City of Okeechobee, 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974.**

18. **General Provisions**. The following general provisions apply to this Agreement:

a. **Entire Agreement.** This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

b. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

c. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

d. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

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

e. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida, and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.
f. **Non-Exclusive Agreement.** This Agreement is non-exclusive, and the CITY is not prohibited from procuring similar services from others, whether as an independent project or as a component of a larger project.
g. **Prior Agreement.** As of its effective date, this Agreement terminates and replaces the prior piggyback agreement between the CITY and CONTRACTOR for custodial and cleaning services, entered into on December 30, 2021, except that any unpaid work or outstanding invoices for services performed under the Prior Agreement will be paid in full by the CITY.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement effective the date of approval by the CITY Council set forth below.

APPROVED this ____ day of _____, 2026, by Scott's Quality Cleaning, LLC, a Florida limited liability company.

Scott's Quality Cleaning, LLC, a Florida limited liability company

By: _____

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED this ____ day of _____, 2026, by the Okeechobee City Council.

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

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

Attest:

_____
Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

_____
Stephen L. Conteagüero, Assistant City Attorney

EXHIBIT A

Cleaning Proposal

SCOTTS QUALITY CLEANING

(863) 763-0902

FOR: City of Okeechobee
LOCATION: Public Safety
55 SE 3rd Ave
CONTACT: | PHONE:

Three times per week
M-W-F

SERVICES REQUIRED		FREQUENCY				SERVICES REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS						**DOORS • WALLS • PARTITIONS**					
TOILETS • SINKS • URINALS	CLEAN • SANITIZE	✓				ENTRANCE GLASS DOORS	CLEAN	✓			
TRASH CONTAINERS	EMPTY • LINE	✓				INTERIOR GLASS	CLEAN		✓		
DISPENSERS: SOAP, TOWEL, TISSUE, NAPKIN	FILL	✓				LEDGES • WINDOW SILLS	DUST			✓	
GLASS • MIRRORS • CHROME HARDWARE	CLEAN • POLISH	✓				DOORS • FRAMES • WALLS	SPOT CLEAN			✓	
FLOORS	SWEEP • DAMP MOP • SANITIZE	✓				BASEBOARDS	DUST			✓	
PARTITIONS • DOORS	DUST • DAMP MOP • SPOT CLEAN		✓								
WALLS BY SINKS / URINALS	DAMP WIPE		✓								
						MISCELLANEOUS					
						WASTE CANS	EMPTY	✓			
						ASH TRAYS • URNS	EMPTY • DAMP WIPE	✓			
FLOORS											
RESILIENT	SWEEP	✓									
RESILIENT	DAMP MOP	✓				CHAIRS • CLOCKS • PICTURES	DUST • DAMP WIPE			✓	
						VENTS	CLEAN			✓	
CEMENT • TERRAZZO • TILE • OTHER	SWEEP • DAMP MOP	✓				GLASS WINDOWS / DOORS	CLEAN		✓		
RUGS • CARPETS	VACUUM	✓				MATS	VACUUM • PICK UP / TURN	✓			
						DRINKING FOUNTAINS	CLEAN • POLISH • SANITIZE	✓			
EXTERIOR						KICKPLATES • THRESHOLDS	CLEAN • POLISH			✓	
ENTRANCE	SWEEP	✓				LIGHT SWITCHES • HANDLES • PUSH PLATES	CLEAN • POLISH			✓	
PAPER • DEBRIS	PICK UP	✓				DESKS • TABLES • PHONES	DUST • DAMP WIPE • SANITIZE	✓			
SIDEWALKS	SWEEP					JANITOR'S STORAGE AREAS	CLEAN • ORGANIZE • RESTOCK				

SPECIAL INSTRUCTIONS / NOTES:
Paper products and hand soap provided by customer
Tile floor scrubbing, carpet cleaning, Blind cleaning and window cleaning are an additional charge

Terms and Conditions

1. Cleaning supplies to perform this service will be supplied by:
Scott's Quality Cleaning
2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.
3. Total costs of services will be $ 347.06 per month.
4. Date services begin _____
5. This offer or agreement expires on _____
Quoted by Michelle Dawson
Date _____

Acceptance of Proposal

Authorized Signature _____ Date _____

SCOTTS QUALITY CLEANING

Cleaning Proposal

(863) 763-0902

One time per week janitorial service

FOR: City of Okeechobee
LOCATION: Public Works
500 NW 11th Ave
CONTACT: Kay Matchett | PHONE: 863-763-9791

SERVICES REQUIRED		FREQUENCY				SERVICES REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS						**DOORS • WALLS • PARTITIONS**					
TOILETS • SINKS • URINALS	CLEAN • SANITIZE • POLISH		✓			ENTRANCE GLASS DOORS	CLEAN		✓		
TRASH CONTAINERS	EMPTY • LINE • CLEAN • SANITIZE		✓			INTERIOR GLASS	CLEAN				✓
DISPENSERS: SOAP, TOWEL, TISSUE, NAPKIN	FILL •		✓			LEDGES • WINDOW SILLS	DUST			✓	
GLASS • MIRRORS • CHROME HARDWARE	CLEAN •		✓			DOORS • FRAMES • WALLS	SPOT CLEAN			✓	
FLOORS	SWEEP • DAMP MOP • SANITIZE		✓			BASEBOARDS	DUST			✓	
PARTITIONS • DOORS	DUST • • SPOT CLEAN			✓							
WALLS BY SINKS / URINALS	DAMP WIPE			✓							
						MISCELLANEOUS					
						WASTE CANS	EMPTY		✓		
						ASH TRAYS • URNS	EMPTY •		✓		
FLOORS											
RESILIENT	SWEEP		✓								
RESILIENT	DAMP MOP		✓			CHAIRS • CLOCKS • PICTURES	DUST •			✓	
RESILIENT						VENTS •				✓	
RESILIENT						UPHOLSTERED FURNITURE •	VACUUM •			✓	
CEMENT • TERRAZZO • TILE • OTHER	SWEEP • DAMP MOP		✓			GLASS WINDOWS / DOORS	CLEAN				✓
RUGS • CARPETS	VACUUM		✓			MATS	VACUUM • PICK UP / TURN		✓		
						DRINKING FOUNTAINS	CLEAN • POLISH • SANITIZE		✓		
EXTERIOR						KICKPLATES • THRESHOLDS	CLEAN • POLISH			✓	
ENTRANCE	SWEEP					LIGHT SWITCHES • HANDLES • PUSH PLATES	CLEAN • POLISH			✓	
						DESKS • TABLES • PHONES	DUST • DAMP WIPE • SANITIZE		✓		
						JANITOR'S STORAGE AREAS	CLEAN • ORGANIZE • RESTOCK				✓
						Refridgerator	Spray & wipe			✓	

SPECIAL INSTRUCTIONS / NOTES:

Additional Charges: Window cleaning, Blind cleaning, Tile floor services, and carpet cleaning.

Paper products and hand soap provided by customer

Terms and Conditions

1. Cleaning supplies to perform this service will be supplied by: Scott's Quality Cleaning, LLC
2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.
3. Total costs of services will be $ 292.50 per month.
4. Date services begin _____
5. This offer or agreement expires on Oct 1 2027

Quoted by Michelle Duncan

Date 9-1-2026

Acceptance of Proposal

Authorized Signature _____ Date _____

Cleaning Proposal

SCOTTS QUALITY CLEANING

(863) 763-0902

Janitorial Service.
M-W-F Three times per week
Service

FOR: City of Okeechobee
LOCATION: Centennial Park Restroom
216-2098 SE 6th Ave
CONTACT:
PHONE: 863-763-3372

SERVICES REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS					
TOILETS • SINKS • URINALS	CLEAN • SANITIZE • POLISH	✓			
TRASH CONTAINERS	EMPTY • LINE • CLEAN • SANITIZE	✓			
DISPENSERS: SOAP, TOWEL, TISSUE, NAPKIN	FILL •	✓			
GLASS • MIRRORS • CHROME HARDWARE	CLEAN •	✓			
FLOORS	SWEEP • DAMP MOP • SANITIZE	✓			
PARTITIONS • DOORS	DUST • • SPOT CLEAN		✓		
WALLS BY SINKS / URINALS	DAMP WIPE		✓		
FLOORS					
RESILIENT	SWEEP				
RESILIENT	DAMP MOP				
RESILIENT					
RESILIENT					
CEMENT • TERRAZZO • TILE • OTHER	SWEEP • DAMP MOP				
RUGS • CARPETS	VACUUM				
EXTERIOR					
ENTRANCE	SWEEP				

SERVICES REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
DOORS • WALLS • PARTITIONS					
ENTRANCE GLASS DOORS	CLEAN				
INTERIOR GLASS	CLEAN				
LEDGES • WINDOW SILLS	DUST				
DOORS • FRAMES • WALLS	SPOT CLEAN				
BASEBOARDS	DUST				
MISCELLANEOUS					
WASTE CANS	EMPTY				
ASH TRAYS • URNS	EMPTY •				
CHAIRS • CLOCKS • PICTURES	DUST •				
VENTS •					
UPHOLSTERED FURNITURE •	VACUUM •				
GLASS WINDOWS / DOORS	CLEAN				
MATS	VACUUM • PICK UP / TURN				
DRINKING FOUNTAINS	CLEAN • POLISH • SANITIZE				
KICKPLATES • THRESHOLDS	CLEAN • POLISH				
LIGHT SWITCHES • HANDLES • PUSH PLATES	CLEAN • POLISH				
DESKS • TABLES • PHONES	DUST • DAMP WIPE • SANITIZE				
JANITOR'S STORAGE AREAS	CLEAN • ORGANIZE • RESTOCK				

SPECIAL INSTRUCTIONS / NOTES:
Paper products provided by customer

Terms and Conditions

1. Cleaning supplies to perform this service will be supplied by:
Scott's Quality Cleaning LLC

2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.

3. Total costs of services will be $ 218.30 per month.

4. Date services begin _____

5. This offer or agreement expires on 9-30-2027

Quoted by Michelle Dawn

Date 9-2-2026

Acceptance of Proposal

Authorized Signature _____ Date _____

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 20659.92 per year
Signed: Mubell Dawson
Phone: 863-763-0902 Date:
1721.66 monthly

For: City of Okeechobee
Location: City Hall and Police Department
Address: 55 SE 3rd Ave

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

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

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

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

AC - Additional Charge

Carpet Cleaning .18 per sq ft

Scrub and Wax VCT Tile .28 per sq ft

Ceramic Tile Cleaning .54 per sq ft

Scrub LVT\LVP Flooring .30 per sq ft

Blind Cleaning $8.00 per blind

EXHIBIT B

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is effective the 8th day of February, 2024, by and between **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida (hereinafter the "COUNTY") and **SCOTT'S QUALITY CLEANING, LLC**, a Florida limited liability company (hereinafter "CONTRACTOR").

WITNESSETH

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

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

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

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

WHEREAS, the COUNTY has complied with its Procurement Policy by advertising Invitation to Bid 2023-11, "Facilities Maintenance Custodial Services", for which CONTRACTOR was awarded the bid by the COUNTY at its regularly scheduled County Commission meeting on December 28, 2023; and

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

WHEREAS, this Agreement terminates and replaces all existing contracts between the COUNTY and CONTRACTOR.

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

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

a. The COUNTY hereby retains CONTRACTOR to furnish services as described in the Scopes of Service, which are attached hereto as Exhibits "A" through "H" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibits "A" through "H" will be resolved in favor of the body of this Agreement.

b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.

c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the COUNTY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.** This Agreement shall take effect on the effective date indicated above and shall continue thereafter for a term of three (3) years or until September 30, 2027, whichever date comes first, with two (2) additional one (1) year renewals upon written agreement of the Parties.

4. **Payment.**

a. The COUNTY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rates or basis described in Exhibits "A" through "H", which are attached hereto and incorporated herein by reference. Combined, the annual rate of **($225,402.98)** described in Exhibits "A" through "H" shall be prorated to a monthly rate. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibits "A" through "H"

b. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Payment and performance guarantee.** When the COUNTY finds the work acceptable under this Agreement, the monthly installment will be paid to CONTRACTOR. CONTRACTOR guarantees the successful performance of the work for the service intended. If the COUNTY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the COUNTY may make an equitable deduction from the contract price, or, in the alternative, the COUNTY may seek damages.

6. **Termination.**

a. Termination at Will: This Agreement may be terminated by the COUNTY in whole or in part at any time without cause by the COUNTY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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

7. **Project management.**

a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.

b. COUNTY's Project Manager is: Justin Nelson, Director Capital Projects Division.

c. CONTRACTOR's Project Manager is: Michelle Dawson, Owner/Manager.

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

a. To COUNTY: Okeechobee County Board of County Commissioners, Attention: Tracy Rowland, 304 NW 2nd Street, Okeechobee, Florida 34972;

b. To CONTRACTOR: Scott's Quality Cleaning, Attention: Michelle Dawson, President, 2344 Hwy. 70 West, Okeechobee, FL 34972.

9. **Insurance.**

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

b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease;

ii. Commercial General Liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00.

iii. Commercial Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

iv. Fire damage liability shall be included at $500,000.00.

c. CONTRACTOR must furnish the COUNTY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.

d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

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

a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the COUNTY, CONTRACTOR must, at its expense, within five (5) days after the

receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the COUNTY. The COUNTY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the COUNTY.

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

c. **Personal nature of Agreement; Assignment.**

i. The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the COUNTY and as expressly described herein.

ii. COUNTY hereby gives CONTRACTOR consent, subject to the terms and conditions described herein, to utilize the services of a subcontractor to clean the atrium windows at the Judicial Center.

iii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the COUNTY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the COUNTY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be,

the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the COUNTY and is subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

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

indemnification is in addition to any and all other legal remedies available to the COUNTY and not considered to be the COUNTY's exclusive remedy.

ii. In the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

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

h. **Public records.**

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

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

iv. CONTRACTOR consents to the COUNTY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by COUNTY.

v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.

vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEBORAH MANZO, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@okeechobeecountyfl.gov; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.**

i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the COUNTY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the COUNTY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY's sovereign immunity.

iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the COUNTY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The COUNTY and the State of Florida shall be notified in writing within ten days of any

cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The COUNTY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the COUNTY or the State of Florida may have.

vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the COUNTY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

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

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

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

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of

specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

f. **Headings**. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

g. **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.

h. **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

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

12. **Special Provisions.**

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

b. The COUNTY currently has contracts with the CONTRACTOR for cleaning services at the Judicial Center, the Historic Courthouse, the Public Works facility, and the Library. The Parties agree that said contracts are hereby terminated in full and replaced by this Agreement except that any unpaid work or outstanding invoices for services already performed by CONTRACTOR under the prior existing contracts shall be paid in full by the COUNTY.

(SIGNATURE PAGE FOLLOWS)

Scotts Quality Cleaning, LLC
Independent Contractor's Agreement
Signature Page

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

OKEECHOBEE COUNTY, a political subdivision of the State of Florida

DAVID HAZELIEF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Carri L. Brown Sui - DC
JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

Date Signed by COUNTY: 2/8/24

SCOTT'S QUALITY CLEANING, LLC

by Michelle Dawson
MICHELLE DAWSON, as its President
and authorized agent

Date signed by CONTRACTOR: 2-5-24

(CORPORATE SEAL)

ATTEST:

Signature

MARTHA HERNANDEZ
Print Name

EXHIBIT A

~~EXHIBIT A~~ XXXXXXXXX

Cleaning Proposal

Company: Scotts Quality Cleaning LLC
Proposed cost 3726.04
Cost per square foot:
Signed: Michelle Dawn
Phone 863-763-0902 Date 1-23-2024

For: Okeechobee County
Location: CIP
Address: 500 NW 6th Street
Building Sq. Footage: 1,912

Monthly 310.56

Based on one (1) cleaning per week

Services Required	Frequency		Services Required	Frequency	
AREA/ITEM	WORK DESCRIPTION		AREA/ITEM	WORK DESCRIPTION	
RESTROOMS/KITCHENS			***ALL AREAS***		
Toilets-Sinks-Urinals	Clean & Sanitize-Polish	D	Entrance	Sweep-Pick Up Paper/Debris	D
Trash Containers	Empty-Clean & Sanitize-Line		Mats	Vacuum (Pick-Up 1 Turn)	
Glass Mirrors, Chrome Hardware Countertops	Clean & Polish		Floors	Sweep-Mop-Vacuum	
			Ashtrays & Trash Containers	Empty-Clean & Sanitize-Line	
Floors	Sweep Damp Mop-Sanitize		Drinking Fountains	Clean & Sanitize-Polish	
Dispensers Soap Paper Towels Toilet Tissue	Clean & Fill	*D	Entrance Doors (Exterior)	Clean	*W
			Entrance Doors (Interior)	Clean	
Partitions-Doors	Damp Wipe & Spot Clean	*W	Rugs-Carpets	Vacuum	D
Walls by Sinks/Urinals	Damp Wipe			Spot Cleaning	*
Vents/Grilles	Clean-Vacuum	*M		Steam Cleaning	Q
Floor Drains	Clean & Deodorize	M	Kickplates-Thresholds	Clean-Polish	W
Tile-Floor	Buff & Spray Wax		Vending Machines	Damp Wipe	
Tile-Floor	Strip & Wax	SA	Light Switches-Push Plates	Clean-Polish	
OFFICES & MEETING/STORAGE AREAS			Doors-Walls-Partitions-Ledges-Window Sills	Wipe Down	*M
Trash Containers	Empty-Clean & Sanitize-Line	D			
Floors	Sweep-Mop-Vacuum	D	Baseboards	Spot-Damp Wipe	
Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	*	Vents/Grilles	Clean-Vacuum	
			Tile-Floor	Buff & Spray Wax	M
Chairs-Clocks-Pictures-Shelves	Dust-Damp Wipe		Tile-Floor	Strip & Wax	SA
Vents/Grilles	Clean-Vacuum	*M	Windows-Interior	Washing	
Upholstered Furniture	Vacuum	M	Windows-Exterior	Washing	
Janitor's Storage Area	Clean-Organize-Restock	M	Miscellaneous Items	Clean	*

SPECIAL INSTRUCTIONS/NOTES:
The Above cleaning will be performed as noted

D) Daily
W) Weekly
M) Monthly
Q) Quarterly
SA) Semi-Annual
NA) Not Applicable

* As Needed
(If an * precedes a letter, the task must be done a minimum of the letter but as needed if greater frequency is required for cleanliness.)

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

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

EXHIBIT B
~~XXXXXXXX~~

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 98084.94
Cost per square foot: 1.24
Signed: Michelle Dawson
Phone: 863-763-0902 Date: 1-31-24

For: Okeechobee County
Location: JUDICIAL CENTER Monthly 8,173.75
Address: 312 NW 3rd Street Building Sq.
Footage: 78,900

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

Services Required	Frequency		Services Required	Frequency	
AREA/ITEM	WORK DESCRIPTION		AREA/ITEM	WORK DESCRIPTION	
RESTROOMS/KITCHENS			*ALL AREAS*		
Toilets-Sinks-Urinals	Clean & Sanitize-Polish	D	Entrance	Sweep-Pick Up Paper/Debris	D
Trash Containers	Empty-Clean & Sanitize-Line		Mats	Vacuum (Pick-Up 1 Turn)	
Glass, Mirrors, Chrome, Hardware, Countertops	Clean & Polish		Floors	Sweep-Mop-Vacuum	
Floors	Sweep-Damp Mop-Sanitize		Ashtrays & Trash Containers	Empty-Clean & Sanitize-Line	
Dispensers: Soap, Paper Towels, Toilet Tissue	Clean & Fill	*D	Drinking Fountains	Clean & Sanitize-Polish	
Partitions-Doors	Damp Wipe & Spot clean	*W	Entrance Doors (Exterior)	Clean	
Walls by Sinks/Urinals	Damp Wipe		Entrance Doors (Interior)	Clean	*W
Vents/Grilles	Clean-Vacuum	*M	Rugs-Carpets	Vacuum	D
Floor Drains	Clean & Deodorize	M		Spot Cleaning	*
VCT Tile-Floor	Buff & Spray Wax			Steam Cleaning	Q
VCT Tile-Floor	Strip & Wax	SA	Kickplates-Thresholds	Clean-Polish	W
Ceramic/Porcelain Tile & Grout-Floor	Scrub/Clean	SA	Vending Machines	Damp Wipe	
OFFICES & MEETING/STORAGE AREAS			Light Switches-Push Plates	Clean-Polish	
Trash Containers	Empty-Clean & Sanitize-Line	D	Doors-Walls-Partitions-Ledges-Window Sills	Wipe Down	*M
Floors	Sweep-Mop-Vacuum	D	Baseboards	Dust-Damp Wipe	
Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	*	Vents/Grilles	Clean-Vacuum	
Chairs-Clocks-Pictures-Shelves	Dust-Damp Wipe		Tile-Floor	Buff & Spray Wax	M
Vents/Grilles	Clean-Vacuum	*M	Tile-Floor	Strip & Wax	SA
Upholstered Furniture	Vacuum	M	Ceramic/Porcelain Tile & Grout-Floor	Scrub/Clean	
Janitor's Storage Area	Clean-Organize-Restock	M	Windows-Interior	Washing	
			Windows-Exterior 1st floor	Washing	
			Balconies (4)	Sweep and Mop	W

SPECIAL INSTRUCTIONS/NOTES:
The Above cleaning will be performed as noted:

D) Daily
W) Weekly
M) Monthly
Q) Quarterly
SA) Semi-Annual
NA) Not Applicable

* As Needed
(If an * precedes a letter, the task must be done a minimum of the letter but as needed if greater frequency is required for cleanliness.)

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

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

EXHIBIT C

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 26673.77
Signed: Michelle Dawson
Phone: 863-763-0902 Date: 11-16-2023

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

Monthly 2,222.82

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

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

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

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

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

EXHIBIT D

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 7767.92
Signed: Michelle Dawson
Phone: 863-763-0962 Date: 11-16-2023

For: Okeechobee County
Location: Public Works Facility
Address: 804 NW 2nd Street
Building Sq. Footage: 1,306

Monthly 647.33

Based on two (2) cleanings per week (Tuesday / Thursday)

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

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

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

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

EXHIBIT E

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 26962.90
Signed: Michelle Dawson
Phone: 863-763-0902 Date: 11-16-2023

For: Okeechobee County
Location: LIBRARY
Address: 206 SW 16th Street
Building Sq. Footage: 15,000

Monthly 2,246.91

Based on five (5) cleanings per week (Tuesday - Saturday)

Services Required	Frequency		Services Required	Frequency	
AREA/ITEM	WORK DESCRIPTION		AREA/ITEM	WORK DESCRIPTION	
RESTROOMS			Entrance and around All benches	Sweep/Blow Off	D
Toilets-Sinks-Urinals	Clean-Sanitize-Polish	D	Paper-Debris	Pick-Up	D
Trash Containers-All Areas	Empty-Line-Clean-Sanitize	D	Doors-Walls-Partitions-Ledges-	Wipe Down	W
Dispensers: Soap, Towel, Tissue	Fill and Clean	D	Entrance Doors (Exterior)	Clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D	Entrance Doors (Interior)-	Clean	W
Floors	Sweep-Damp Mop-Sanitize	D	Doors-Frames-Walls	Spot Clean	M
Partitions-Doors	Damp Wipe & Spot clean	D	Baseboards	Dust	M
Walls by Sinks/Urinals	Damp Wipe	W	Kids area table tops	Damp Wipe	D
Floor Drains	Seal: Clean	M	Chairs-Clocks-Pictures	Dust-Damp Wipe	M
Porcelain Tile-Floor	Scrub and Clean	SA	Vents	Clean-Vacuum	M
OFFICES, MEETING & STORAGE AREAS			Upholstered Furniture	Vacuum	M
Shelveing ALL	Dust - Polish	W	Mats	Vacuum Pick-up 1 turn	D
VCT-Tile-Floor	Strip and Wax	SA	Drinking Fountains	Clean-Polish-Sanitize	D
VCT-Tile-Floor	Buff and Spray Wax	M	Kickplates-Thresholds	Clean-Polish	D
Porcelain-Tile-Floor	Scrub and Clean	M	Light Switches-Handles		
Rugs-Carpets	Vacuum	D	Push Plates	Clean-Polish	W
Carpet Cleaned and Shampooed	Steam Cleaning w/pre-spot treatment	SA	Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	D
Windows-Exterior	Washing	SA	Janitors Storage Area	Clean-Organize-Restock	M
Windows-Interior	Washing	SA	Public Use Computer Desk	Clean /spary with lysol	D
Public Use Tables (Including Meeting Rooms)	Damp Wipe	D	Circulation Desk	Damp Wipe	D

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted.

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

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

EXHIBIT F

Cleaning Proposal

Company: Scott's Quality Cleaning LLC
Proposed cost: 20664.79
Signed: Michelle Dennis
Phone: 863-763-0902 Date: 11-16-2023

For: Okeechobee County
Location: Public Safety Complex
Address: 707 NW 6th Street
Building Sq. Footage: 12,600

Monthly 1,722.07

Based on five (5) cleanings per week (Monday- Friday)
ACTIVATION - INCLUDING Saturday & Sunday : $ 27 per hour / per person

Services Required	Frequency		Services Required	Frequency	
AREA/ITEM	WORK DESCRIPTION		AREA/ITEM	WORK DESCRIPTION	
RESTROOMS			Entrance	Sweep/Blow Off	D
Toilets-Sinks-Urinals	Clean-Sanitize-Polish	D	Paper-Debris	Pick-Up	D
Trash Containers-All Areas	Empty-Line-Clean-Sanitize	D	Doors-Walls-Partitions-Ledges-	Wipe Down	W
Dispensers: Soap, Towel, Tissue	Fill and Clean	D	Entrance Doors (Exterior)	Clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D	Entrance Doors (Interior)-	Clean	W
Floors	Sweep-Damp Mop-Sanitize	D	Doors-Frames-Walls	Spot Clean	M
Partitions-Doors	Damp Wipe & Spot clean	D	Baseboards	Dust	M
Walls by Sinks/Urinals	Damp Wipe	W			
Floor Drains	Seal: Clean	M	Chairs-Clocks-Pictures	Dust-Damp Wipe	M
Porcelain Tile-Floor	Scrub and Clean	SA	Vents	Clean-Vacuum	M
OFFICES, MEETING & STORAGE AREAS			Upholstered Furniture	Vacuum	M
Shelving ALL	Dust - Polish	W	Mats	Vacuum Pick-Up / turn	D
VCT-Tile-Floor	Strip and Wax	SA	Drinking Fountains	Clean-Polish-Sanitize	D
VCT-Tile-Floor	Buff and Spray Wax	M	Kickplates-Thresholds	Clean-Polish	D
Porcelain-Tile-Floor	Scrub and Clean	M	Light Switches-Handles		
Rugs-Carpets	Vacuum	D	Push Plates	Clean-Polish	W
Carpet Cleaned and Shampooed	Steam Cleaning w/pre-spot treatment	SA	Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	D
Windows-Exterior	Washing	SA	Janitors Storage Area	Clean-Organize-Restock	M
Windows-Interior	Washing	SA	Public Use Computer Desk	Clean /spray with lysol	D
Public Use Tables (Including Meeting Rooms)	Damp Wipe	D			

SPECIAL INSTRUCTIONS/NOTES:
The Above cleaning will be performed as noted:
D) Daily
W) Weekly
M) Monthly
SA) Semi-Annual (Apr. & Oct.)

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

EXHIBIT G

Cleaning Proposal

Company: Scottis Quality Cleaning LLC
Proposed Cost: 28654.60 #2387.88
Cost Per Sq. Foot: 1.85
Signed: Michelle Downer
Phone: 863 763-0602 Date: 11-16-2023

For: Okeechobee County
Location: PATCDL Monthly 2,387.89
Address: 409 NW 2nd Avenue
Building Sq. Foolage: 15,000

Based on five (5) cleanings per week (Monday - Friday) 12pm - 4:30pm – 1 Employee

AREA/ITEM	WORK DESCRIPTION	
ALL AREAS		
Entrance	Sweep-Pick Up Paper/Debris	D
Floors -ALL	Vacuum - Sweep-Mop Sanitize	D
Carpet - Rugs	Steam Cleaning w/pre-spot treatment	SA
Carpet - Rugs	Vacuum & Spot Clean	D
Upholstered Furniture	Vacuum &Spot Cleaning	D
Upholstered Furniture	Steam Cleaning w/pre-spot treatment	SA
LVT	Clean Per Manufacturing Directions	D
Ceramic/Porcelain Tile & Grout-Floor	Scrub - Clean	SA
Entrance Doors (Exterior)	Clean	D
Entrance Doors (Interior)	Clean	D
Window Sills - Including Blinds	Wipe Down	W
Doors - Walls Partitions - Ledges	Wipe Down	M
Door - Frames - Walls	Wipe Down	M
Baseboard's	Dust	M
Public Use Tables - Meeting Rooms	Damp Wipe	D
Chairs-Clocks-Pictures	Dust-damp wipe	W
Vents/Grilles	Clean - Vacuum - Dust Damp Wipe	W
Push Plates, Kick Plates	Clean and Polish	W
Desk (only when occupant clears surface)	Dust- Polish	D
Phones-Tables-Counter Tops	Clean - Polish	D
Drinking Fountains	Clean - Polish - Sanitize	D
Walls - Drinking Fountains	Clean - Polish - Sanitize	D
Trash Containers - ALL	Empty - Line - Clean - Sanitize	D
High Dusting	Clear spiders and webs	W
Mats	Vacuum (pick up 1 turn)	D
Windows - All Interior including Atrium	Washing	M
Windows - Exterior all.	Washing	SA
Janitor's Storage Area	Clean	M
RESTROOMS/BREAKROOMS		
Toilets - Sinks - Urinals	Clean-Sanitize - polish	D
Trash Containers - All	Empty - Clean - Line - Sanitize	D
Dispensers: Soap Towel Tissue	Fill and Clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D
Partitions - Doors	Damp wipe - Sanitize	D
Walls by Sinks/ Urinals	Damp wipe - Sanitize	D
Floor Drains	Seal: Clean	M

SPECIAL INSTRUCTIONS/NOTES:
The Above cleaning will be performed as noted:
D) Daily
W) Weekly
M) Monthly
SA) Semi-Annual (April & October)

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

All Floor Cleaning Products / Procedures will be Per Manufacturing Directions.

EXHIBIT H

~~EXHIBIT H~~

Cleaning Proposal

Company: Scotts Quality Cleaning LLC
Proposed cost: 12867.42
Cost per square foot: 3.84
Signed: Michelle Donovan
Phone: 863-763-6902 Date: 11-16-2023

For: Okeechobee County
Location: AIRPORT
Address: 2810 NW 20th Trail
Building Sq. Footage: 3254
Project Manager: John Hurst

Monthly 1,072.29

Based on four (4) cleanings per week (Monday, Wednesday, Friday & Saturday)

Services Required	Frequency		Services Required	Frequency	
AREA/ITEM	WORK DESCRIPTION		AREA/ITEM	WORK DESCRIPTION	
RESTROOMS			Entrance	Sweep	D
Toilets-Sinks-Urinals	Clean-Sanitize-Polish	D	Paper-Debris	Pick-Up	D
Trash Containers-All Areas	Empty-Line-Clean-Sanitize	D	Doors-Walls-Partitions-Ledges-	Wipe Down	W
Dispensers: Soap, Towel, Tissue	Fill and Clean	D	Entrance Doors (Exterior)	Clean	D
Glass, Mirrors, Chrome Hardware	Clean & Polish	D	Entrance Doors (Interior)	Clean	W
Floors	Sweep-Damp Mop-Sanitize	D	Doors-Frames-Walls	Spot Clean	M
			Baseboards	Dust	M
Walls by Sinks/Urinals	Damp Wipe	W			
Floor Drains	Seal: Clean	M	Chairs-Clocks-Pictures	Dust-Damp Wipe	M
VCT -Tile-Floor	Strip and Wax	SA	Vents	Clean-Vacuum	M
VCT - Tile-Floor	Buff andSpray Wax	M	Upholstered Furniture	Vacuum	M
OFFICES, MEETING & STORAGE AREAS			Mats	Vacuum Pick-up 1 turn	D
Cement-Terrazzo-Tile	Sweep & Damp Mop	D	Drinking Fountains (1)	Clean-Polish-Sanitize	D
Ceramic /Porcelain Tile-Floor	Scrub and Clean	SA	Kickplates-Thresholds	Clean-Polish	D
High Dusting (Ceilings)	Clear spiders and webs	W	Light Switches-Handles	Clean-Polish	W
Rugs-Carpets	Vacuum	D	Push Plates		
Cigarett Urns (2)	Empty and Sanitize	W	Desk-Tables-Phones-(only when occupant clears surface)	Dust-Polish	D
Windows-Exterior	Washing	M	Janitors Storage Area	Clean-Organize-Restock	M
Windows-Interior	Washing	M			

SPECIAL INSTRUCTIONS/NOTES:

The Above cleaning will be performed as noted:

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

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

Public Notice

Public Auction at Devon Self Storage 2190 FL-70 Okeechobee, FL 34972

Property will be sold to satisfy the Owner's lien for rent under the Florida Self-Storage Facility Act. Property contained in the units will be sold to the highest bidder via an online auction at www.storagetreasures.com. Online bidding will begin on 11/13/23 at 10:00 AM and will continue until 11/27/23 at 10:00 AM at which time a high bidder will be determined. Devon Self Storage reserves the right to set minimum bids and to refuse bids. Please refer to www.storagetreasures.com for all other terms and conditions governing the bidding and auction process. **Contents include but are not limited to furniture, appliances, tools, household items, electronics, clothing, and bedding.**

Hershal Armstrong #441, Debora Rich #653, Christi Waldron #115, Shardavia Mitchell #463, Mack Mitchell #413, Zane Vozzella #603, Wanda Gray #532, Kara Green #252, Rebecca Boldt #128, Rebecca Boldt #428

620972 LON 10/25,11/1/2023

PUBLIC NOTICE

The Glades County Board of County Commissioners provides public notice of the intent to add the following position titles to the Florida Retirement System's Senior Management Services Class effective 09/26/2023.

Human Resources / Risk Management Director

Public Safety Director

Deputy Chief of Supervisors of Elections

Additional information may be obtained at Glades County Board of County Commissioners, Human Resources Department, 500 Ave J SW Moore Haven, FL 33471.

619845 GCD 10/18,25/2023

Children Service Council Meeting Schedule

The Children's Service Council will conduct its regular meetings at 5:00 pm on the second Thursday of each month, unless otherwise noticed, at the School Board Administration Building, 700 SW 2nd Avenue, Okeechobee, Florida. The Chairperson of the Children's Service Council is Ken Kerworthy. Questions or requests for information may be directed to the Children's Service Council office at 863-462-5000, Ext. 1065.

621443 LON 10/25/2023

NOTICE OF PUBLIC SALE:

Silvermoons Towing and Recovery, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 11/15/2023 9:00 AM at 1006 NW 9th Street, Okeechobee FL 34972-9163 Pursuant to subsection 713.78 of the Florida Statutes. Silvermoons Towing and Recovery, Inc. reserves the right to accept or reject any and/or all bids.

2014 GMC 1GTV2UEC7EZ409965

620439 LON 10/25/2023

NOTICE OF FINAL CERTIFICATION OF TAX ROLLS

Pursuant to Section 193.122(2), Florida Statutes, notice is hereby given to all taxpayers and owners of both real and personal property that the 2023 Tax Rolls for Okeechobee County have been Certified and Extended to the Tax Collector on the 13th day of October 2023, for the collection of Taxes.

620819 LON 10/25/2023

Your next job could

Public Notice

Facilities Maintenance Custodial Services
PROJECT NO. #2023-11

INVITATION TO BID

Sealed BIDS will be received by Okeechobee County Board of County Commissioners at the **Okeechobee County Historic Courthouse, 304 NW 2nd Street, Room 123. Okeechobee, FL 34972 until *3:00 pm on November 15, 2023.*** Bids will be received on the first floor, Room 123, and publicly opened in Room 201 and read aloud. Any BIDS received after the time specified will not be accepted.

Scope of work includes, but is not limited to, furnishing all materials, equipment, and labor for the Custodial services for (10) ten Okeechobee County Facilities and (8) eight Parks Locations and (1) one Cemetery. The contractor will provide all personnel, cleaning materials, cleaning equipment and supplies, including but not limited to trash bags, soaps, polish, cleaners, toilet tissue and paper towels. One (1) hour emergency response time is required.

- **The bid will be awarded for a three (3) year period and can be renewed for up to two (2) additional one (1) year terms subject to the agreement of both parties.**
- **The Contractor is required to provide to the County a National Criminal Record Search report on ALL employees. The report shall be received and approved before ANY employee commences work.**
- **CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement**
- **By submitting a Bid, the Contractor affirmatively states, under penalty of perjury, that pursuant to F.S. 288.061 (6) it is registered with and uses the E-Verify system, as defined in s. 448.095, to verify the work authorization status of all newly hired employees.**

THE FOLLOWING INFORMATION SHOULD BE INCLUDED IN THE BID AND WILL BE USED TO EVALUATE BIDS. Cost (building bid forms must be completed) attached herewith, Cost per square foot (to allow for additions or deletions of areas to be cleaned), Number of personnel to be used for cleaning, References, Emergency cleaning services contact phone number, List of anticipated subcontracted work and vendor name.

A MANDATORY PRE-BID MEETING shall be held at 9:00 a.m. on November 2, 2023 at the Historic Courthouse, 2nd Floor, Room 201, 304 NW 2nd Street, Okeechobee, FL 34972. Bidder's attendance is mandatory. BIDS RECEIVED FROM CONTRACTORS WHO DO NOT PARTICIPATE IN THE PRE-BID MEETING WILL NOT BE ACCEPTED. The purpose of the mandatory Pre-Bid meeting is to provide site visits to the locations. Directions to the locations will be given and site visits will take place at this time. Any questions will need to be in writing addressed to the Purchasing Agent.

Bid documents may be downloaded from the Okeechobee County website at: http://www.co.okeechobee.fl.us/ under Bids and Proposals tab.

All materials furnished and all work performed shall be in accordance with the Drawings, Specifications and Contract Documents pertaining thereto.

Any questions pertaining to the project specifications or scope of work will be addressed to Michele Watson in writing to the physical or email address noted below, no later than November 07, 2023, 4:00 pm.

Okeechobee County Board of County Commissioners
Michele Watson, Purchasing Agent
304 NW 2nd Street, Room 103
Okeechobee, FL 34972
mwatson@co.okeechobee.fl.us

Each bid must be accompanied by an acceptable Bid Security in the form of a Bid Bond, or Certified Check, made payable to "Okeechobee County Board of County Commissioners", in the amount of not less than five percent (5%) of the total Bid Amount. The Bidder, if awarded the Contract and the bid amount is $100,000 or more, will execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) calendar days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) calendar days after the date set for opening of bids. **The Payment and Performance Bonds must show the Owner's name, Project Name and Project Number.**

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of proposals. The Owner reserves the right to reject any or all Bids, accept Bids in any order or combination, accept or reject portions of Bids, make modifications to the work after bidding, and waive any informality/inconsistency in the Bids if they deem it in their best interest to do so.

Unless specifically prohibited by law or regulation, said bid includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.

Okeechobee County has a local vendor preference which is contained within the County's current procurement policy. Definitions, allowances and exemptions can be found in this policy. You are encouraged to review the latest version to ensure compliance with and exceptions to the local vendor preference policy. The County's vendor preference policy can be found on the County's website at: http://www.co.okeechobee.fl.us/government/county-procurement-policy.

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

The Bidder will provide additional information including, but not limited to, a list of similar projects constructed within the past five (5) years, client references, and, if required, an audited or certified financial statement, other financial references deemed appropriate to Contract Award.

Each bidder will submit with this bid, evidence that the bidder complies with all state and local requirements, to perform the work described in said Bid.

If in the opinion of the bidder, inconsistencies appear to exist in the specifications, it is the bidder's responsibility to seek clarification from the Okeechobee County Purchasing Agent, as shown above Additionally, it is incumbent upon all bidders to conduct a personal investigation as to requirements of the County.

The Board of County Commissioners have the right to accept or reject any or all bids. Bids must be sealed and the outside of the envelope MUST be marked: **"Facilities Maintenance Custodial Services ITB #2023-11".**

BIDDER MUST SUBMIT (1) ORIGINAL AND (2) HARD COPIES OF THE BID; AND (1) ELECTRONIC COPY OF THE BID IN A PDF FORMAT ON A THUMB DRIVE.

David E. Hazellief, Chair Board
of County Commissioners
Okeechobee County, FL

Jerald D. Bryant, Clerk of Court
Okeechobee County, FL

621187 LON 10/25/2023

Public Notice

IN THE CIRCUIT COURT IN AND FOR OKEECHOBEE COUNTY, FL
CASE NO. 23-282 CA

STANLEY RUCKS and DEA YVONNE RUCKS, his wife,
Plaintiff,

vs.

EDWIN B. RUCKS, JR, if living, and if married, MRS. EDWIN B. RUCKS, JR., his wife, etc., et al,
Defendants.

NOTICE OF ACTION

TO: ASHLEY E. RUCKS	**SPOUSE OF ASHLEY E. RUCKS**
1025 Goodman Circle, Apt. L	**1025 Goodman Circle, Apt. L**
Gastonia, NC 28054	**Gastonia, NC 28054**

YOU ARE HEREBY NOTIFIED that an action to foreclose a lien on the following property in Okeechobee County, Florida:

LOTS 19 AND 20, SOUTHERN HOMESTEADS, UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 88, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on JOHN K. COPELAND, attorney for Plaintiff, 411 S.E. Osceola Street, Suite 200, Stuart, Florida 34994, within thirty (30) days from the first date of publication and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise, a Default will be entered against you for the relief demanded for in the Verified Complaint to Foreclosure Mortgage.

WITNESS my hand and official seal of this Court this 16th day of October, 2023.

JERALD D. BRYANT
Clerk of the Circuit Court

By: Pamela Rodriguez
Deputy Clerk

621142 LON 10/25,11/1,8,15/2023

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR HENDRY COUNTY, FLORIDA
CIVIL ACTION CASE NO.: 2023CA385

EUGENE E. COCK,
Plaintiff,

vs.

JUSTIN BERRY,
Defendant.

NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to the Final Judgment dated September 21, 2023, and entered in Civil Action Case No.: 2023-CA-385 of the Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida, in which the Clerk of this Court will sell to the highest and best bidder for cash, at the Hendry County Courthouse, 25 E Hickpochee, LaBelle, FL 33935, at 11:00 a.m. on the 1st day of November, 2023, the following described property as set forth in the Final Judgment, to wit:

Lot 37 and Lot 38, SKY VALLEY, according to the Plat thereof, recorded in Plat Book 6, Pages 191 and 192, of the Public Records of Hendry County, Florida.

Parcel ID Nos.: 1-33-43-12-010-0000-037.0 & 1-33-43-12-010-0000-038.0

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

SIGNED AND DATED this 22nd day of September, 2023.

KIMBERLEY BARRINEAU
CLERK OF COURTS & COMPTROLLER
By: Alexis Dominguez
Deputy Clerk

617891 HEND 10/18,25/2023

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR HENDRY COUNTY, FLORIDA
Case No. 2023 CA 520

CAREER FINANCIAL CORP,
Plaintiff,

-vs-

OSCAR C. O'MEALLY, MAVIS A. O'MEALLY, and CAROL M. O'MEALLY,
Defendants.

NOTICE OF ACTION

TO DEFENDANT OSCAR C. O'MEALLY:

YOU ARE NOTIFIED that an action to quiet title to the following real property in Hendry County, Florida:

LOT 36, BLOCK 2433, OF PORT LABELLE UNIT 11, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 29, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA,

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on the PLAINTIFF'S ATTORNEY, whose name and address is ALBERTO A. MACIA, ESQ., 3129 CARRIAGE CIRCLE, NAPLES, FLORIDA 34105-2700, on or before November 10, 2023, and file the original with the CLERK OF THIS COURT either before service on the PLAINTIFF'S ATTORNEY or immediately thereafter; otherwise a DEFAULT will be entered against you for the relief demanded in the complaint.

DATED this 3rd day of October, 2023.

KIMBERLEY BARRINEAU
Clerk of the Circuit Court

By: Alexis Dominguez
As Deputy Clerk

619600 HEND 10/11,18,25,11/1/2023

Need a few more bucks to purchase something

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: Updates from the Finance Department
Date: November 17, 2026
From: Denise Whitehead, City Administrator

Proposed Action:
To provide the City Council with an update on the overall operations and financial status of the Finance Department, the City's approach to anticipated changes in property tax revenues resulting from the passage of Amendment 3, and an ongoing review of the City's Business Tax Receipt (BTR) process.

Background:
1. City Financial Outlook and Amendment 3 Response
Following the passage of Amendment 3, the City is evaluating the potential long-term impacts of changes to Florida's property tax structure and the resulting fluctuations in municipal revenues.

The City has maintained a conservative approach to financial management, prioritizing responsible spending and maintaining approximately six months of operating reserves. This financial discipline has positioned the City to navigate potential revenue reductions without anticipating major immediate cuts to services.

Moving forward, the City will continue to monitor the financial impacts, identify opportunities for operational efficiencies, and ensure resources are used effectively to maintain the services our community depends on.

The City's position is reflected in the following statement:
"The City of Okeechobee has been proactive in its financial planning and conservative in its approach to spending. Through responsible financial management and careful planning, we have positioned ourselves to better navigate potential fluctuations in revenue while continuing to provide the services our residents depend on.

While we recognize that changes to the property tax structure may present financial challenges in the future, we do not anticipate major immediate reductions in City services. We will continue looking for ways to operate more efficiently, evaluate how resources are utilized, and identify opportunities to strengthen our operations. Our responsibility is to remain good stewards of public funds while ensuring we are prepared to meet the needs of our community, both today and in the years ahead."

2. Business Tax Receipt (BTR) Renewal and Delinquency Update
The Finance Department is actively managing the City's 2026 Business Tax Receipt renewal cycle and coordinating with Code Enforcement to address outstanding renewals and delinquent accounts.

As of November 12, 2026, the City has 1,170 active Business Tax Receipts, of which 965 have been renewed, representing approximately 82% of active receipts. There are 198 active receipts that have not yet been renewed, representing approximately 17% of active receipts, excluding new businesses.

The Finance Director will provide a more in depth overview of the BTR process.

City of Okeechobee - Business Tax Receipt Renewal Snapshot

Status as of November 12, 2026

ACTIVE BTRs

1,170

Current active receipts

RENEWED

965

Approximately 82% of active BTRs

NOT YET RENEWED

198

Approximately 17% of active BTRs excluding new businesses

Renewal progress



965 renewed

205 total outstanding

Of the 205 outstanding, 22 are insurance companies whose BTR payments are collected by the Florida League of Cities and an additional 7 are new business applications. The remaining 176 are City follow-up accounts.

Annual Renewal & Delinquency Timeline

The process moves from advance notice to formal delinquency and enforcement referral.

JULY

Renewal notices mailed

Notices are mailed to all businesses by the end of July.

OCTOBER 1

Delinquent notices mailed

A delinquent notice is sent to each business that has not renewed.

NOVEMBER 1

Certified delinquent letters mailed

Letters provide 60 days to renew, through January 1. Certified mailing supports referral to the Special Magistrate.

AFTER REFERRAL

Code Enforcement collection process

Finance provides a delinquent report so Code Enforcement can begin follow-up and enforcement.

Delinquency Penalties

Penalties are added at the milestones established by City Code.

October 1	**10%**	Initial delinquency penalty
November 1	**+5%**	Additional penalty
December 1	**+5%**	Additional penalty
January 1	**+5%**	Maximum percentage penalty reaches 25%
March 1	**+$250**	Additional penalty per City Code

The percentage penalties are cumulative, up to the 25% maximum. The $250 penalty is added March 1.

Finance + Code Enforcement: A Joint Effort

A clear handoff helps turn delinquent accounts into actionable cases.

FINANCE DEPARTMENT

- Tracks renewals and identifies delinquent accounts.
- Mails renewal and delinquency notices, including certified letters.
- Provides Code Enforcement with an updated delinquent report.

CODE ENFORCEMENT

- Begins follow-up and collection activity using the delinquent report.
- Uses certified-mail documentation to support cases before the Special Magistrate.
- Pursues compliance after the 60-day notice period expires.

Consistent communication and proactive coordination are essential to assisting local businesses maintain compliance and avoid delinquency.