OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Location:
Okeechobee Historic Courthouse
304 NW 2nd Street
Okeechobee, FL 34972
863-763-6441
www.okeechobeecountyfl.gov

BOCC REGULAR MEETING

~ AGENDA ~

Thursday, October 8, 2026 **9:00 AM** **Okeechobee County Historic Courthouse**

1. Call to Order, Invocation, and Pledge of Allegiance

2. Awards and Proclamations

a. PROCLAMATION - PREGNANCY AND INFANT LOSS AWARENESS MONTH - OCTOBER 2026 - MS. ANDREA MEDELLIN, EXECUTIVE DIRECTOR ON BEHALF OF OKEECHOBEE HEALTHY START Jessica Bezares

That the Board of County Commissioners issue a Proclamation to Ms. Andrea Medellin, Executive Director on behalf of Healthy Start Coalition designating the month of October 2026 as Pregnancy and Infant Loss Awareness Month in Okeechobee County, Florida.

b. PROCLAMATION - CAREERS IN CONSTRUCTION MONTH - OCTOBER 2026 - MS. JENNIFER WILLIAMS ON BEHALF OF TREASURE COAST BUILDERS ASSOCIATION CHARITABLE FOUNDATION Jessica Bezares

That the Board of County Commissioners issue a Proclamation to Ms. Jennifer Williams on behalf of Treasure Coast Builders Association Charitable Foundation designating the month of October 2026 as Careers in Construction Month in Okeechobee County.

c. PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2026 - MS. EDNA MALAGON ON BEHALF OF MARTHA'S HOUSE Jessica Bezares

That the Board of County Commissioners issue a Proclamation to Ms. Edna Malagon on behalf of Martha's House designating the month of October 2026 as Domestic Violence Awareness Month in Okeechobee County.

3. Public Comments

4. Revisions to Agenda

5. Consent Agenda

a. MINUTES SEPTEMBER 24, 2026 REGULAR SESSION Thomas Hudek

That the Board of County Commissioners approve the Minutes from September 24, 2026 Regular Session.

b. MINUTES SEPTEMBER 24, 2026 BUDGET HEARING Thomas Hudek

That the Board of County Commissioners approve the Minutes from September 24, 2026 Budget Hearing.

c. WARRANTS 2026-18 Jessica Bezares

That the Board of County Commissioners approve Warrants List 2026-18 in the amount of $441,825.78.

d. PAY & CLASSIFICATION PLAN FISCAL YEAR 2026/2027 Lisa Ridley

That the Board of County Commissioners approve the Fiscal year 2026/2027 Pay & Classification Plan as presented in accordance with F.S. 125.74(h).

e. ADOPT RESOLUTION 2026-70 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM FEDERAL GRANT AND BUDGET AMENDMENT (BA27-01) Lisa Ridley

That the Board of County Commissioners authorize the Chairman to adopt Resolution 2026-70 amending the Fiscal Year 2026/2027 Budget to appropriate $11,374.00 in unanticipated funding received from Federal Award-Bulletproof Vest funds, providing an effective date, and approve Budget Amendment BA27-01 in the amount of $11,374.00.

f. REQUEST FOR LIEN REDUCTION AND RELEASE OF LIEN - TOBIAH PAUL STEINMETZ / NEW OWNER - BE A MAN BUY LAND CE2210-0177 Beth Albert

That the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by the property owners, Be A Man Buy Land; and (2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $119,400.00 to $3,904.33, provided the amount is paid by 5:00 pm on Monday, November 9, 2026, (if not paid in a timely manner, the fine would remain at the original amount of $119,400.00); and (3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $3,904.33.

g. REQUEST FOR LIEN REDUCTION AND RELEASE OF LIEN - JON CANAL / NEW OWNER - DEJEAU LLC CE2011-0118 Beth Albert

That the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by the property owners, Be A Man Buy Land; and (2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $133,600.00 to $5,379.96, provided the amount is paid by 5:00 pm on Monday, November 9, 2026, (if not paid in a timely manner, the fine would remain at the original amount of $133,600.00; and (3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $5,379.96.

6. Public Hearings/Citizen Requests/Presentations

a. PRESENTATION - DOWNTOWN OKEECHOBEE PEDESTIAN WAYFINDING AND BUSINESS DISCOVERY PROJECT - MRS. KAREN KOZAC ON BEHALF OF THE CHAMBER OF COMMERCE 2026 LEADERSHIP CLASS Karen Kozac

That the Board of County Commissioners receive a presentation from Mrs. Karen Kozac on behalf of the Chamber of Commerce 2026 Leadership Class presenting the Downtown Okeechobee Pedestrian Wayfinding and Business Discovery Project.

b. CITIZEN REQUEST - JAMIE MELLETTE - FEE WAIVER REQUEST FOR LAKE OKEECHOBEE ASSOCIATION OF AIRBOATERS - AIRBOAT & BUGGY SHOW AT AGRI-

CIVIC CENTER ON FEBRUARY 27, 2027 Jacalyn Schooley

That the Board of County Commissioners review and approve the request from Mr. Jamie Mellette to waive fees for the Airboat & Buggy Show at the Agri-Civic Center on Saturday, February 27, 2027.

c. CITIZEN REQUEST - CHRISTINE BISHOP - FEE WAIVER REQUEST FOR FLORIDA JUNIOR BRAHMAN ASSOCIATION - FJBA SPRING FLING AT THE AGRI-CIVIC CENTER APRIL 2-4, 2027 Jacalyn Schooley

That the Board of County Commissioners review and approve the request from Ms. Christine Bishop on behalf of the Florida Junior Brahman Association to waive fees for the FJBA Spring Fling at the Agri-Civic Center from April 2-4, 2027.

d. PUBLIC HEARING, PETITION R-2607-0063, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM RESIDENTIAL SINGE FAMILY (RSF) to I-1 (INDUSTRIAL LIGHT). THE PROPERTY OWNER IS BE A MAN BUY LAND, LLC. THE APPLICANT IS BE A MAN BUY LAND, LLC. THE PROPERTY ADDRESS IS 3308 US HWY 98, OKEECHOBEE, FLORIDA. **(QUASI-JUDICIAL ITEM)** Dennis Murphy

That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0343 granting the request for a change in zoning from Residential Single Family (RSF) to I-1 (Industrial Light).

e. PUBLIC HEARING, PETITION R-2607-0064, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM AGRICULTURE (A) TO COMMERCIAL-RECREATIONAL VEHICLE (C-RV). THE PROPERTY OWNERS ARE WILLIAM PAYNE AND ELIZABETH PAYNE SIMONSON. THE APPLICANT IS DB FORTUNE INVESTMENTS, LLC. THE PROPERTY ADDRESS IS 8355 US HIGHWAY 441 SE. **(QUASI-JUDICIAL ITEM)** Dennis Murphy

That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0344, granting the request for a change in zoning from Agriculture (A) to Commercial-Recreational Vehicle (C-RV).

f. PUBLIC HEARING, PETITION R-2607-0066, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM AGRICULTURE (A) TO RESIDENTIAL SINGLE FAMILY (RSF). THE PROPERTY OWNER IS WOLFF FARMS, LLC. THE APPLICANT IS LENNAR HOMES, INC. THE PROPERTY ADDRESS IS 1590 SW 28TH STREET. **(QUASI-JUDICIAL ITEM)** Dennis Murphy

That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0345 granting the request for a change in zoning from Agriculture (A) to Residential Single Family (RSF).

7. Airport/Commerce Park

8. Budget

9. County Attorney

10. Community Development

11. Community Services

12. Capital Projects/Facilities

13. Human Resources

14. Public Safety

15. Public Works

a. WORK AUTHORIZATION WITH KIMLEY-HORN & ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPEMNT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM (IRP) FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT #MS019 (BRIDGE RESILIENCY) AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE. Stefan Matthes

That the Board of County Commissioners approve a Work Authorization with Kimley-Horn & Associates in the amount of $18,180 to provide the required environmental documentation for the Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program (IRP) from the U.S. Department of Housing and Urban Development, Grant #MS019 (Bridge Resiliency), and authorize the County administrator to execute the Work Authorization.

b. WORK AUTHORIZATION WITH APEX COMPANIES, LLC TO PROVIDE DESIGN AND PERMITTING SERVICES FOR NE 56TH AVENUE ROADWAY IMPROVEMENT PROJECT Stefan Matthes

That the Board of County Commissioners approve and execute a Work Authorization with Apex Companies, LLC in the amount of $181,085.20 to provide Design and Permitting services for the NE 56th Avenue roadway improvement project from NE 120th Street to NE 144th Avenue.

16. Strategic Planning and Grants

a. FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - FY 26/27 STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT AND THE ANNUAL CERTIFIED BUDGET Karen Kozac

That the Board of County Commissioners approve and authorize the Chairman to execute the 2026/2027 Florida Department of Agriculture and Consumer Services (FDACS) State Financial Assistance Recipient Agreement in the amount of $69,587.50 and the annual certified budget for arthropod to support integrated mosquito control activities within Okeechobee County.

b. STATE-FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND OKEECHOBEE COUNTY - FISCALLY CONSTRAINED COUNTIES' PUBLIC SAFETY ANSWERING POINTS (PSAPS) #DMS-P3-26-07-16 Justin Hazellief

That the Board of County Commissioners approve and authorize the Chairman to execute State-Funded Agreement No. DMS-P3-26-07-16 with the Florida Department of Management Services for Support for Fiscally Constrained Counties’ Public Safety Answering Points (PSAPs), providing up to $80,703.88 in state funding for eligible PSAP enhancements and associated equipment and services, with no required County match.

c. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - FY2026-2027 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT #CW125 Russell Rowland

That the Board of County Commissioners approve and authorize the Chairman to execute the Florida Department of Environmental Protection (FDEP) Small County Consolidated Solid Waste Grant Agreement CW125 in the amount of $93,750 for FY 2026-2027

d. STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) ANNUAL REPORT 2023-2024 Armanda Joiner

That the Board of County Commissioners ratify the electronic submission of the State Housing Initiatives Partnership (SHIP) Program Annual Report for the 2023-2024 closeout year and 2024-2025 interim year to the Florida Housing Finance Corporation; approve the associated SHIP Annual Report Certification; and authorize the Chairman to execute the Certification on behalf of Okeechobee County.

e. ADOPT RESOLUTION 2026-69 AND APPROVAL OF AMENDMENT TO LOCAL HOUSING ASSISTANCE PLAN (LHAP) TO ADD MANUFACTURED HOUSING STRATEGY Armanda Joiner

That the Board of County Commissioners adopt Resolution 2026-69, amending the Okeechobee County Local Housing Assistance Plan (LHAP) for State Fiscal Years 2026/2027 and 2027/2028; and authorize the Chairman to execute the Certification to Florida Housing Finance Corporation (Exhibit B) pursuant to Florida Statute Section 420.9072(2)(a)1 and submission to the Florida Housing Finance Corporation.

17. Administration

18. County Attorney Report

19. Administration Report

20. Commissioner Comments

21. Executive Session

22. Adjourn

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1258-OKC)

Department:Administration
Category:Proclamation
Prepared By: Tracy Rowland
Presenter: Jessica Bezares

SUBJECT: PROCLAMATION - PREGNANCY AND INFANT LOSS AWARENESS MONTH - OCTOBER 2026 - MS. ANDREA MEDELLIN, EXECUTIVE DIRECTOR ON BEHALF OF OKEECHOBEE HEALTHY START

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners issue a Proclamation to Ms. Andrea Medellin, Executive Director on behalf of Healthy Start Coalition designating the month of October 2026 as Pregnancy and Infant Loss Awareness Month in Okeechobee County, Florida.

BACKGROUND:
Ms. Andrea Medellin, Executive Director on behalf of Okeechobee Healthy Start Coalition has requested the Board issue a Proclamation designating the month of October 2026 as Pregnancy and Infant Loss Awareness Month in Okeechobee County, Florida.

In 1988, President Ronald Reagan proclaimed October Pregnancy and Infant Loss Awareness Month. Each year, approximately a million pregnancies in the United States end in miscarriage, stillbirth, or the death of the newborn child. This national observance offers communities the opportunity to increase understanding of the great tragedy involved in the deaths of unborn and newborn babies. In the United States, 1 out of every 5 pregnancies end in miscarriage and 1 in every 160 pregnancies end in stillbirth. These numbers do not include infant death from preterm labor, diagnosis of life-limiting conditions, or SIDS.

Present to accept the Proclamation will be Ms. Andrea Medellin.

ATTACHMENT:
Proclamation - Pregnancy and Infant Loss Awareness Month October 2026.pdf
Request To Appear - Andrea Medellin - Pregnancy and Infant Loss Awareness - Octobr 2026.pdf

Proclamation

Okeechobee County Board of County Commissioners
Pregnancy and Infant Loss Awareness Month - October 2026

WHEREAS, the loss of a pregnancy or infant brings profound grief to parents, families, and loved ones throughout Okeechobee County and the State of Florida; and

WHEREAS, each child's life matters, and families experiencing loss deserve compassion, dignity, and the opportunity to remember their children; and

WHEREAS, open and sensitive conversations can help reduce the isolation that often accompanies pregnancy and infant loss and encourage grieving families to seek support; and

WHEREAS, health care professionals, counselors, community organizations, family members, and friends provide care and comfort to those affected by such loss; and

WHEREAS, October offers an opportunity to honor the children who are missed, recognize the families who love them, and strengthen our community's support for those who grieve;

NOW THEREFORE, be it proclaimed by the Okeechobee County Board of County Commissioners that we hereby proclaim October 2026 as "Pregnancy and Infant Loss Awareness Month" in Okeechobee County and we encourage residents to remember children lost during pregnancy or infancy and to extend compassion to their families.

Issued this 8th day of October, 2026.

_____
David Hazellief, Chairman
Board of County Commissioners

ATTEST: _____
Jerald D. Bryant, Clerk
Board of County Commissioners

OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS
304 NW 2nd Street, Okeechobee, Florida
Ph: 863-763-6441 Ext. 6
Email: towland@okeechobeecountyfl.gov

Meeting Location: Okeechobee County Historic Courthouse
304 NW 2nd Street, Room 270, Okeechobee, FL 34972

REQUEST TO BE ON BOCC AGENDA

BOARD POLICY: Any person, group or organization wishing to personally address the Okeechobee County Board of County Commissioners during in session shall file with the County Administration Office, ~~ten (10) days before the requested meeting date~~, this ~~completed~~ ~~form~~ is required, as follows:

NAME: Andrea Medellin Telephone: 863-462-5877

ADDRESS: 114 SW 5th Ave, Okeechobee, FL 34972

NAME OF PERSON(S), GROUP OR ORGANIZATION REPRESENTING:
Okeechobee Healthy Start.

SUBJECT MATTER TO BE DISCUSSED:
Proclamation for the month of October 2026 a pregnancy & infant loss awareness month.

HAS THE SUBJECT BEEN DISCUSSED AND/OR REVIEWED BY COUNTY DEPARTMENTS OR OFFICIALS? ( ) YES OR (\) NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHO YOU HAVE ALREADY REVIEWED THE SUBJECT WITH:

SPECIFIC QUESTION AND/OR ACTION DESIRED FROM THE BOARD OF COUNTY COMMISSIONERS:

Approval of proclamation

REQUESTED MEETING DATE TO BE HEARD: 10/8/26 @ 9:00am

NOTE: Request is required to be submitted ten (10) days before the requested meeting date and Email this completed form to: trowland@okeechobeecountyfl.gov.

The person(s), group or organization making the request to be on agenda will be contacted by the County Administration Office, informing them of the date of the meeting and the place and time on the next available agenda assigned to them. If the next scheduled meeting agenda is full, your request could be placed on the following meeting date. In every instance, effort will be made to schedule your request at the earliest meeting date.

9/17/2026
Date

Signature of person making request

Rev. 2/28/25
[0001-00017235.1ADMIN]

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1257-OKC)

Department:Administration
Category:Proclamation
Prepared By: Tracy Rowland
Presenter: Jessica Bezares

SUBJECT: PROCLAMATION - CAREERS IN CONSTRUCTION MONTH - OCTOBER 2026 - MS. JENNIFER WILLIAMS ON BEHALF OF TREASURE COAST BUILDERS ASSOCIATION CHARITABLE FOUNDATION

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners issue a Proclamation to Ms. Jennifer Williams on behalf of Treasure Coast Builders Association Charitable Foundation designating the month of October 2026 as Careers in Construction Month in Okeechobee County.

BACKGROUND:
Ms. Jennifer Williams on behalf of Treasure Coast Builders Association Charitable Foundation is requesting the Board issue a Proclamation designating the month of October 2026 as Careers in Construction Month in Okeechobee County.

Careers in Construction Month (CICM) is a nationwide campaign held every October to increase public awareness of construction careers, inspire the next generation of craft professionals and make an impact on the perceptions of a career in construction. It is designated to increase public awareness and appreciation of construction craft professionals and the entire construction workforce. During October, employers, trade associations, schools and other training facilities are encouraged to conduct job fairs, panel discussions and local community events to inform students and young adults of the vast employment opportunities in the trades.

The Treasure Coast Builders Association, the Skilled Trades Committee, among other entities have established Student Memberships, Mentoring Programs, Ready to Work Boot Camps, Job Fairs, and Scholarships to increase awareness of these career opportunities and to support all programs that provide the educational pathways to obtain them.

Ms. Jennifer Williams will be present to accept the Proclamation.

ATTACHMENT:

Proclamation - Careers in Constuction Month October 2026.pdf
Request to Appear - Treasure Coast Builders Association Charitable Foundation - Careers in Construction -October 2026.pdf

Proclamation

Okeechobee County Board of County Commissioners
Careers in Construction Month - October 2026

WHEREAS, construction professionals build and maintain the homes, businesses, roads, utilities, and public facilities that serve the residents of Okeechobee County and communities throughout Florida; and

WHEREAS, careers in construction offer opportunities to develop valuable skills through career and technical education, apprenticeships, and training on the job; and

WHEREAS, the construction industry offers a wide range of career paths, including skilled trades, design, project management, and construction technology; and

WHEREAS, introducing students and job seekers to these opportunities helps develop a skilled workforce and supports the future of our community; and

WHEREAS, Careers in Construction Month is observed each October to raise awareness of construction careers and recognize the people who work in the industry.

NOW THEREFORE, be it proclaimed by the Okeechobee County Board of County Commissioners that we hereby proclaim October 2026 as “Careers in Construction Month” in Okeechobee County and encourages residents, educators, employers, and community organizations to recognize construction professionals and share the career opportunities available in the industry.

Issued this 8th day of October, 2026.

_____
David Hazellief, Chairman
Board of County Commissioners

ATTEST: _____
Jerald D. Bryant, Clerk
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
304 NW 2nd STREET
OKEECHOBEE, FLORIDA
PH: 863-763-6441 Ext. 1
Email: trowland@okeechobeecountyfl.gov

MEETING LOCATION: Okeechobee County Historic Courthouse
304 NW 2nd Street, Room 270, Okeechobee, FL 34972

REQUEST TO BE ON BOCC AGENDA

BOARD POLICY: Any person, group or organization wishing to personally address the Okeechobee County Board of County Commissioners in session shall file with the County Administration Office, **ten (10) days before the requested meeting date** at which an audience is desired, a written request, as follows:

NAME: Deborah Frazier Telephone: 772-336-8222

ADDRESS: 585 NW Lake Whitney Place, Unit 105, Port St. Lucie, FL 34986

NAME OF PERSON(S), GROUP OR ORGANIZATION REPRESENTING: Deborah Frazier, Treasure Coast Builders Association & Jen Williams, TCBA Charitable Foundation

SUBJECT MATTER TO BE DISCUSSED: October 2026 Careers in Construction Month

HAS THE SUBJECT BEEN DISCUSSED AND/OR REVIEWED BY COUNTY DEPARTMENTS OR OFFICIALS? ( ) YES OR (X) NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHOM HAVE ALREADY REVIEWED SUBJECT: N/A

NAME AND TITLE OF THE PERSON WHO WILL BE APPEARING BEFORE THE BOARD; ANY OTHER SPECIFIC QUESTION AND/OR ACTION DESIRED FROM THE BOARD OF COUNTY COMMISSIONERS:
Deborah Frazier, Treasure Coast Builders Association

REQUESTED MEETING DATE TO BE HEARD: 10/08/2026

NOTE: Request is required to be submitted ten (10) days before the requested meeting date; completed form should be emailed to: trowland@okeechobeecountyfl.gov

The person(s), group or organization making the request to be on agenda will be contacted by the County Administration Office, informing them of the date of the meeting and the place and time on the next available agenda assigned to them. In the event that the next scheduled meeting agenda is crowded, your request may be placed for hearing at the following meeting. In every instance, effort will be made to schedule your request at the earliest meeting date.

9/14/2026
Date

Deborah Frazier
Signature of person making request

Rev. 10-6-25

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1259-OKC)

Department:Administration
Category:Proclamation
Prepared By: Tracy Rowland
Presenter: Jessica Bezares

SUBJECT: PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2026 - MS. EDNA MALAGON ON BEHALF OF MARTHA'S HOUSE

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners issue a Proclamation to Ms. Edna Malagon on behalf of Martha's House designating the month of October 2026 as Domestic Violence Awareness Month in Okeechobee County.

BACKGROUND:
Ms. Edna Malagon on behalf of Martha's House, is requesting the Board issue a Proclamation designating the month of October 2026 as Domestic Violence Awareness Month in Okeechobee County.

Domestic Violence Awareness is represented by the color purple and is aimed at mourning those who have passed due to domestic violence, celebrating those who have survived and connecting those who work to end violence.

Martha's House is a full service domestic violence shelter for survivors and their children and is dedicated toward working to end domestic violence and to serve survivors of domestic violence and sexual assault. They operate a 24-bed emergency shelter and a 24 hour hotline, provide outreach services, violence prevention education, court hearing accompaniment and injunction assistance and victims' compensation.

Providing services to survivors is key to ending domestic violence, yet without solid and effective prevention programs, education and social change, domestic violence will not end. Martha's House maintains a priority of impacting future generations with life changing information and challenging the community to rethink its acceptance and tolerance of domestic violence.

Ms. Edna Malagon and others will be present to accept the Proclamation.

ATTACHMENT:
Proclamation - Domestic Violence and Awaressness Month October 2026.pdf
Request to Appear - Edna Malagon Domestic Violence - October 2026.pdf

Proclamation

Okeechobee County Board of County Commissioners
Domestic Violence Awareness Month - October 2026

WHEREAS, domestic violence affects individuals and families in communities throughout Florida, including Okeechobee County, and can have lasting effects on their safety, health, and well-being; and

WHEREAS, every person deserves to live free from violence, fear, and coercion, and survivors deserve to be heard, respected, and supported; and

WHEREAS, raising awareness helps our community recognize abuse, respond with compassion, and connect those affected with confidential support and services; and

WHEREAS, advocates, service providers, law enforcement officers, health care professionals, and community members play vital roles in assisting survivors and promoting safety; and

WHEREAS, October is recognized as Domestic Violence Awareness Month, a time to honor survivors, remember lives lost to domestic violence, and renew our commitment to preventing abuse;

NOW THEREFORE, be it proclaimed by the Okeechobee County Board of County Commissioners that we hereby proclaim October 2026 as “Domestic Violence Awareness Month” in Okeechobee County and we encourage all residents to support survivors, learn about available resources, and help build a community where everyone feels safe, supported, and free from violence.

Issued this 8th day of October, 2026.

_____
David Hazellief, Chairman
Board of County Commissioners

ATTEST: _____
Jerald D. Bryant, Clerk
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
304 NW 2nd STREET
OKEECHOBEE, FLORIDA
PH: 863-763-6441 Ext. 1
Email: trowland@okeechobeecountyfl.gov

MEETING LOCATION: Okeechobee County Historic Courthouse
304 NW 2nd Street, Room 270, Okeechobee, FL 34972

REQUEST TO BE ON BOCC AGENDA

BOARD POLICY: Any person, group or organization wishing to personally address the Okeechobee County Board of County Commissioners in session shall file with the County Administration Office, **ten (10) days before the requested meeting date** at which an audience is desired, a written request, as follows:

NAME: Kelli Chapman - Edna Malagon Telephone: 863-763-2893

ADDRESS: 4134 Hwy 441 N.

NAME OF PERSON(S), GROUP OR ORGANIZATION REPRESENTING: Martha's House

SUBJECT MATTER TO BE DISCUSSED: A Victims Story

HAS THE SUBJECT BEEN DISCUSSED AND/OR REVIEWED BY COUNTY DEPARTMENTS OR OFFICIALS? ( ) YES OR ( ) NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHOM HAVE ALREADY REVIEWED SUBJECT:

NAME AND TITLE OF THE PERSON WHO WILL BE APPEARING BEFORE THE BOARD; ANY OTHER SPECIFIC QUESTION AND/OR ACTION DESIRED FROM THE BOARD OF COUNTY COMMISSIONERS: October Domestic Violence Awareness Month Proclamation

REQUESTED MEETING DATE TO BE HEARD: Oct. 8, 2026

NOTE: Request is required to be submitted ten (10) days before the requested meeting date; completed form should be emailed to: trowland@okeechobeecountyfl.gov

The person(s), group or organization making the request to be on agenda will be contacted by the County Administration Office, informing them of the date of the meeting and the place and time on the next available agenda assigned to them. In the event that the next scheduled meeting agenda is crowded, your request may be placed for hearing at the following meeting. In every instance, effort will be made to schedule your request at the earliest meeting date.

9/17/2026
Date

Kelli Chapman
Signature of person making request

Rev. 10-6-25

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1273-OKC)

Department:Clerk to the Board
Category:Minutes
Prepared By: Thomas Hudek
Presenter: Thomas Hudek

SUBJECT: MINUTES SEPTEMBER 24, 2026 REGULAR SESSION

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve the Minutes from September 24, 2026 Regular Session.

BACKGROUND:
That the Board of County Commissioners approve the Minutes from the September 24, 2026 Regular Session.

ATTACHMENT:
09.24.2026.BOCC Minutes_002.pdf

Minutes of the Board of County Commissioners
Okeechobee County, Florida

Thursday, September 24, 2026

The Board met this date in the Okeechobee County Historic Courthouse in the "Judge William L. Hendry Courtroom", Room 270, at 304 NW 2nd Street in Okeechobee, Florida at 8:45 AM.

1) Call to Order, Invocation, and Pledge of Allegiance

Attendee Name	Status
David Hazellief	Present
Terry W. Burroughs	Present
Bradley G. Goodbread	Present
Frank DeCarlo	Present
Michael Sumner	Present

Staff Present:
Jessica Bezares
Justin Nelson
Stefan Matthes

Chairman David Hazellief called the meeting to order. Pastor Cary McKee offered the invocation, after which Commissioner Bradley G. Goodbread led the Pledge of Allegiance.

Chairman Hazellief then informed the public that the Okeechobee County Sheriff's Office would be conducting active shooter drills at the Okeechobee County Judicial Center for Clerk of Circuit Court staff.

2) Awards and Proclamations

2.a) PROCLAMATION - NATIONAL CUSTODIANS DAY (OCTOBER 2, 2026) - ISSUED TO COUNTY CUSTODIAN STAFF

Requested Action: That the Board of County Commissioners issue a Proclamation to Okeechobee County custodians staff designating Friday, October 2, 2026 as National Custodians day in Okeechobee County.

County Administrator Jessica Bezares read while Chairman David Hazellief presented a proclamation to Okeechobee County custodial staff, designating October 2, 2026 as National Custodians Day in Okeechobee County.

Chairman Hazellief thanked the custodial staff and stated that they have one of the most important jobs. He has never once received a complaint of the cleanliness of County facilities. They make the Commissioners very proud.

Motion: Motion to approve the issuance of the Proclamation

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bradley G. Goodbread
SECONDER:	Terry W. Burroughs
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

2.b) CERTIFICATE OF OUTSTANDING ACHIEVEMENT - 2026 STATE GAMES OF AMERICA AND NATIONAL TITLE IN TENNIS - MS. CAROL MARKER

Requested Action: That the Board of County Commissioners issue a Certificate of Outstanding Achievement to Ms. Carol Marker in recognition of her 2026 National Title Championship in Tennis.

County Administrator Jessica Bezares read while Chairman David Hazellief presented a Certificate of Outstanding Achievement to Ms. Carol Marker, congratulating her for her National Title in Tennis in the 2026 State Games of America.

Chairman Hazellief stated that Ms. Marker has put Okeechobee on the map. They are very proud of the Okeechobee youth. He then congratulated her for all her achievements.

Motion: Motion to approve the issuance of the Certificate

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Frank DeCarlo
SECONDER:	Terry W. Burroughs
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

3) Public Comments

Chairman David Hazellief opened the meeting for Public Comments.

Okeechobee County Resident Katie McFarland addressed the Board and discussed her concerns regarding the community. She appreciates the information Commissioner Terry W. Burroughs shared with her regarding data centers. She asked that the County provide more information to the public regarding this topic. This is the only way there can be a meaningful and mutually respectful dialogue. An abundance of speculation and conjecture are preventing real discussions from taking place. She asked what would be required to have some sort of question & answer panel where the public could ask the Commissioners questions and receive accurate information. She also asked that the Commissioners be very careful when putting together Land Development Regulations to ensure the future success of the County.

Motion: Motion to approve the closing of Public Comments

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry W. Burroughs
SECONDER:	Frank DeCarlo
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

4) Revisions to Agenda

County Administrator Jessica Bezares stated that the only revision would be to receive a presentation from Okeechobee County Clerk of Circuit Court & Comptroller Jerald D. Bryant regarding the Popular Annual Financial Report [Item 6.d in the agenda].

Motion: Motion to approve the agenda as revised

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Michael Sumner
SECONDER:	Terry W. Burroughs
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

5) <u>Consent Agenda</u>

County Administrator Jessica Bezares read out loud the list of Consent Agenda items.

Consent Agenda Items 5a through 5q were approved without further discussion.

Motion: Motion to approve the Consent Agenda as presented

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry W. Burroughs
SECONDER:	Michael Sumner
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

5.a) MINUTES SEPTEMBER 10, 2026 REGULAR SESSION

Requested Action: That the Board of County Commissioners approve the Minutes from September 10, 2026 Regular Session.

Approve: the Minutes from September 10, 2026 Regular Session

5.b) MINUTES SEPTEMBER 10, 2026 BUDGET HEARING

Requested Action: That the Board of County Commissioners approve the Minutes from September 10, 2026 Budget Hearing.

Approve: the Minutes from September 10, 2026 Budget Hearing

5.c) WARRANTS 2026-17

Requested Action: That the Board of County Commissioners approve Warrants List 2026-17 in the amount of $1,300,627.75.

Approve: Warrants List 2026-17 in the amount of $1,300,627.75

5.d) VENDOR PARKING AGREEMENT THIRD RENEWAL BETWEEN OKEECHOBEE COUNTY AND OKEECHOBEE MAIN STREET, INC., FOR VENDOR PARKING DURING FESTIVALS

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Third Renewal of the Vendor Parking Agreement (Renewal 3) between Okeechobee County and Okeechobee Main Street, Inc. for continued use of the vacant lot south of the Historical Courthouse for vendor parking during Main Street Festivals, as prepared by the County Attorney.

Approve: and authorize the Chairman to execute the Third Renewal of the Vendor Parking Agreement (Renewal 3) between Okeechobee County and Okeechobee Main Street, Inc. for continued use of the vacant lot south of the Historical Courthouse for vendor parking during Main Street Festivals, as prepared by the County Attorney

5.e) INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OPERATIONS BETWEEN OKEECHOBEE COUNTY AND OKEECHOBEE COUNTY SHERIFF'S OFFICE (FY 2026-2027)

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Interlocal Agreement for Animal Control operations between Okeechobee County and the Okeechobee County Sheriff's Office for a one-year term, beginning October 1, 2026, through September 30, 2027, in the amount of $746,233.00 and as reviewed by the County Attorney.

Approve: and authorize the Chairman to execute the Interlocal Agreement for Animal Control operations between Okeechobee County and the Okeechobee County Sheriff's Office for a one-year term, beginning October 1, 2026, through September 30, 2027, in the amount of $746,233.00 and as reviewed by the County Attorney

5.f) INTERLOCAL AGREEMENT SECOND AMENDMENT FOR PROVISION OF DRUG TESTING SERVICES BETWEEN OKEECHOBEE COUNTY AND ST. LUCIE COUNTY

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Second Amendment to Interlocal Agreement for Provision of Drug Testing Services between Okeechobee County and St. Lucie County commencing October 1, 2026 through September 30, 2027, in the amount of $80,000, to be paid in four (4) equal quarterly installments of $20,000 and may be renewed for one additional one-year term, and as reviewed by the County Attorney.

Approve: and authorize the Chairman to execute the Second Amendment to Interlocal Agreement for Provision of Drug Testing Services between Okeechobee County and St. Lucie County commencing October 1, 2026 through September 30, 2027, in the amount of $80,000, to be paid in four (4) equal quarterly installments of $20,000 and may be renewed for one additional one-year term, and as reviewed by the County Attorney

5.g) INTERLOCAL AGREEMENT TWELFTH AMENDMENT FOR PROVISION OF PRETRIAL SERVICES BETWEEN OKEECHOBEE COUNTY AND ST. LUCIE COUNTY

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Twelfth Amendment to the Interlocal Agreement for Provision of Pretrial Services between Okeechobee County and St. Lucie County for a one year term commencing on October 1, 2026 and ending on September 30, 2027 in the amount of $120,000 to be paid in quarterly installments at the rate of $30,000 per quarter, as reviewed by the County Attorney.

Approve: and authorize the Chairman to execute the Twelfth Amendment to the Interlocal Agreement for Provision of Pretrial Services between Okeechobee County and St. Lucie County for a one year term commencing on October 1, 2026 and ending on September 30, 2027 in the amount of $120,000 to be paid in quarterly installments at the rate of $30,000 per quarter, as reviewed by the County Attorney

5.h) GRANT AGREEMENT BETWEEN OKEECHOBEE COUNTY AND FLORIDA HEARTLAND ECONOMIC REGION OF OPPORTUNITY (FHERO) FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Grant Agreement between Okeechobee County and Florida Heartland Economic Region of Opportunity (FHERO), in the amount of $10,000 for a one year term beginning October 1, 2026 through September 30, 2027, and as prepared by the County Attorney.

Approve: and authorize the Chairman to execute the Grant Agreement between Okeechobee County and Florida Heartland Economic Region of Opportunity (FHERO), in the amount of $10,000 for a one year term beginning October 1, 2026 through September 30, 2027, and as prepared by the County Attorney

5.i) GRANT AGREEMENT BETWEEN OKEECHOBEE COUNTY AND OUR VILLAGE OKEECHOBEE, INC. FOR PEER RECOVERY SUPPORT NAVIGATOR FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute a Grant Agreement for Peer Recovery Support Navigator with Our Village Okeechobee, Inc., for a one year term beginning October 1, 2026 through September 30, 2027, in the amount of $15,000.00, to be paid at the rate of $3,750.00 per quarter, as prepared by the County Attorney.

Approve: and authorize the Chairman to execute a Grant Agreement for Peer Recovery Support Navigator with Our Village Okeechobee, Inc., for a one year term beginning October 1, 2026 through September 30, 2027, in the amount of $15,000.00, to be paid at the rate of $3,750.00 per quarter, as prepared by the County Attorney

5.j) GRANT AGREEMENT BETWEEN OKEECHOBEE COUNTY AND OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute a Grant Agreement between Okeechobee County and Okeechobee County Economic Development Corporation, in the amount of $90,000 for a one year term beginning October 1, 2026 through September 30, 2027, and as prepared by the County Attorney.

Approve: and authorize the Chairman to execute a Grant Agreement between Okeechobee County and Okeechobee County Economic Development Corporation, in the amount of $90,000 for a one year term beginning October 1, 2026 through September 30, 2027, and as prepared by the County Attorney

5.k) GRANT AGREEMENT BETWEEN OKEECHOBEE COUNTY AND OKEECHOBEE SOIL AND WATER CONSERVATION DISTRICT FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Grant Agreement between Okeechobee County and Okeechobee Soil & Water Conservation District, in the amount of $53,000 from October 1, 2026 through September 30, 2027, to be paid in four equal quarterly installments of $13,250 and as prepared by the County Attorney.

Approve: and authorize the Chairman to execute the Grant Agreement between Okeechobee County and Okeechobee Soil & Water Conservation District, in the amount of $53,000.00 from October 1, 2026 through September 30, 2027, to be paid in four equal quarterly installments of $13,250.00 and as prepared by the County Attorney

5.l) STANDARD RATE AGREEMENT BETWEEN OKEECHOBEE COUNTY AND SENIOR HELPERS OF THE TREASURE COAST FOR IN-HOME SUPPORTIVE SERVICES (2026-2027)

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the 2026-2027 Standard Rate Agreement between Okeechobee County and Senior Helpers of the Treasure Coast for in-home supportive services from October 1, 2026 to September 30, 2027.

Approve: and authorize the Chairman to execute the 2026-2027 Standard Rate Agreement between Okeechobee County and Senior Helpers of the Treasure Coast for in-home supportive services from October 1, 2026 to September 30, 2027

5.m) INTERLOCAL AGREEMENT BETWEEN OKEECHOBEE COUNTY AND OKEECHOBEE COUNTY SCHOOL BOARD RELATIVE TO THE COLLECTION OF IMPACT FEES

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute the Interlocal Agreement between Okeechobee County and Okeechobee County School Board to establish procedures for the implementation, collection, and administration of County impact fees on behalf of the School Board.

Approve: and authorize the Chairman to execute the Interlocal Agreement between Okeechobee County and Okeechobee County School Board to establish procedures for the implementation, collection, and administration of County impact fees on behalf of the School Board

5.n) ADOPT RESOLUTION 2026-68 REAFFIRMING THE ESTABLISHMENT OF A TECHNOLOGY CHARGE APPLIED AS A TRANSACTION FEE OF 5% THAT IS APPLIED TO ALL FINANCIAL TRANSACTIONS OF THE COMMUNITY DEVELOPMENT DEPARTMENT; EXEMPTING IMPACT FEES FROM THE APPLICATION OF THE TECHNOLOGY CHARGE; AND PROVIDING FOR FINDINGS, CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Requested Action: That the Board of County Commissioners adopt Resolution 2026-68 reaffirming the establishment of a technology charge applied as a transaction fee of 5% that is applied to all financial transactions of the community development department; exempting impact fees from the application of the technology charge; and provide for findings, conflicts, implementation, and an effective date.

Approve: and adopt Resolution 2026-68 reaffirming the establishment of a technology charge applied as a transaction fee of 5% that is applied to all financial transactions of the community development department; exempting impact fees from the application of the technology charge; and provide for findings, conflicts, implementation, and an effective date

5.o) ADOPT RESOLUTION 2026-67 AND APPROVE BUDGET AMENDMENT 26-38 FOR UNANTICIPATED BUILDING DEPARTMENT REVENUES AND EXPENDITURES FOR FISCAL YEAR 2025-2026

Requested Action: That the Board of County Commissioners adopt

Resolution 2026-67 amending the Fiscal Year 2025/2026 Budget and approve Budget Amendment (BA) 26-38 in the amount of $516,571.00.

Approve: and adopt Resolution 2026-67 amending the Fiscal Year 2025/2026 Budget and approve Budget Amendment (BA) 26-38 in the amount of $516,571.00

5.p) ADOPT RESOLUTION 2026-49 AND APPROVE CONTRACT BETWEEN OKEECHOBEE COUNTY AND STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE OKEECHOBEE COUNTY HEALTH DEPARTMENT - CONTRACT YEAR 26/27

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to execute a Contract in the amount of $210,000.00 beginning October 1, 2026 through September 30, 2027 to be paid quarterly at the rate of $52,500.00; and adopt Resolution 2026-49 approving the 2026/2027 State/County Contract between Okeechobee County and the Florida Department of Health in Okeechobee County.

Approve: and authorize the Chairman to execute a Contract in the amount of $210,000.00 beginning October 1, 2026 through September 30, 2027 to be paid quarterly at the rate of $52,500.00; and adopt Resolution 2026-49 approving the 2026/2027 State/County Contract between Okeechobee County and the Florida Department of Health in Okeechobee County

5.q) ADOPT RESOLUTION 2026-50 AND AUTHORIZE THE DEPARTMENT OF HEALTH FEE SCHEDULE FOR OKEECHOBEE COUNTY HEALTH DEPARTMENT FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve and authorize the Chairman to adopt Resolution 2026-50 authorizing the Florida Department of Health in Okeechobee County fee schedules (clinic, vital statistics and environmental health) for Fiscal Year 2026-2027, and providing an effective date of October 1, 2026 through September 30, 2027.

Approve: and authorize the Chairman to adopt Resolution 2026-50 authorizing the Florida Department of Health in Okeechobee County fee schedules (clinic, vital statistics and environmental health) for Fiscal Year 2026-2027, and providing an effective date of October 1, 2026 through September 30, 2027

6) Public Hearings/Citizen Requests/Presentations

6.a) CITIZEN REQUEST - TATUM KELLEY - FEE WAIVER REQUEST FOR HALLOWEEN EXTRAVAGANZA AT AGRI-CIVIC CENTER ON OCTOBER 31, 2026

Requested Action: That the Board of County Commissioners review and approve the request from Ms. Tatum Kelley on behalf of United Way St Lucie & Okeechobee and Philip DeBerard Law Office to waive fees for the Halloween Extravaganza event at the Agri-Civic Center on Saturday, October 31, 2026.

Assistant Community Services and Parks Director Jacalyn Schooley addressed the Board and introduced Ms. Tatum Kelley on behalf of United Way St Lucie & Okeechobee and Philip DeBerard Law Office who requested that the County waive fees for the Halloween Extravaganza event at the Agri-Civic Center on Saturday, October 31, 2026.

Motion: Motion to approve the request from Ms. Tatum Kelley on behalf of United Way St Lucie & Okeechobee and Philip DeBerard Law Office to

waive fees for the Halloween Extravaganza event at the Agri-Civic Center on Saturday, October 31, 2026.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Michael Sumner
SECONDER:	Bradley G. Goodbread
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

6.b) CITIZEN REQUEST – ANETA FAISON – REQUEST TO SERVE & CONSUME ALCOHOL AT DOUGLAS BROWN COMMUNITY CENTER ON OCTOBER 10, 2026

Requested Action: That the Board of County Commissioners consider a request from Ms. Aneta Faison for approval to serve and consume alcohol during her private event at the Douglas Brown Community Center on Saturday, October 10, 2026.

Community Services and Parks Director Matthew Gammill introduced Ms. Chaka Cope on behalf of Ms. Aneta Faison who addressed the Board and requested permission for the sale and consumption of alcohol at the event they are hosting at the Douglas Brown Community Center on October 10, 2026.

Motion: Motion to approve the service and consumption of alcohol during the private event at the Douglas Brown Community Center on Saturday, October 10, 2026

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bradley G. Goodbread
SECONDER:	Terry W. Burroughs
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

6.c) 9:00 A.M. PUBLIC HEARING, PROPOSED ORDINANCE NO. 2026-0005, AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY, FLORIDA, AMENDING CHAPTER 25, “CEMETERIES,” OF THE CODE OF ORDINANCES OF OKEECHOBEE COUNTY, SPECIFICALLY SECTION 25-1, DEFINITIONS, TO REVISE THE DEFINITION OF “SITE” TO AUTHORIZE THE INTERMENT OF COMBINED CREMATED REMAINS WITHIN A SINGLE SITE AND SECTION 25-4, RULES AND REGULATIONS, TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND ABATEMENT OF VIOLATIONS OF CEMETERY RULES AND REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Requested Action: That the Board of County Commissioners conduct a public hearing, receive input from interested parties, and adopt Ordinance No. 2026-0005, amending Chapter 25, “Cemeteries,” of the Code of Ordinances and receive input from interested parties regarding amending Chapter 25, "Cemeteries" of the Code of Ordinances.

County Attorney Zackery Good addressed the Board and initiated a discussion regarding Ordinance No. 2026-0005, amending Chapter 25, “Cemeteries,” of the Code of Ordinances.

Chairman David Hazellief opened the meeting for a Public Hearing.

There was no one wishing to address the Board at this time.

Motion: Motion to approve the closing of the Public Hearing

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry W. Burroughs
SECONDER:	Frank DeCarlo
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

Motion: Motion to approve the adoption of Ordinance No. 2026-0005, amending Chapter 25, “Cemeteries,” of the Code of Ordinances and the amending of Chapter 25, "Cemeteries" of the Code of Ordinances

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Frank DeCarlo
SECONDER:	Michael Sumner
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

6.d) JERALD D. BRYANT, CLERK OF COURT AND COUNTY COMPTROLLER - PRESENTATION OF 2025 POPULAR ANNUAL FINANCIAL REPORT HIGHLIGHTING FISCAL YEAR END SEPTEMBER 30, 2025

Requested Action: That the Board of County Commissioners receive a presentation from Okeechobee County Clerk of the Circuit Court & Comptroller Jerald D. Bryant, presenting the 2025 Popular Annual Financial Report, the Okeechobee County Financial Round Up.

Okeechobee County Clerk of Circuit Court & Comptroller Jerald D. Bryant addressed the Board and presented the Fiscal Year 2024/2025 Popular Annual Financial Report. This report, which is in magazine format, provides important County information. It provides details on departments, projects, and finances. This report can be found in the Okeechobee County Judicial Center, or by going to https://www.myokeeclerk.com/PAFR

Receive: a presentation from Jerald D. Bryant, Clerk of the Circuit Court & Comptroller, presenting the 2025 Popular Annual Financial Report, the Okeechobee County Financial Round Up

7) Airport/Commerce Park

There are no scheduled items

8) Budget

There are no scheduled items

9) County Attorney

There are no scheduled items

10) Community Development

There are no scheduled items

11) Community Services

There are no scheduled items

12) Capital Projects/Facilities

12.a) ADOPT RESOLUTION 2026-63 OKEECHOBEE COUNTY CEMETERIES RULES AND REGULATIONS PROPOSED AMENDMENT TO RESOLUTION 2015-03

Requested Action: That the Board of County Commissioners adopt Resolution 2026-63 amending Resolution 2015-03, revising uniform rules, regulations, policies, and procedures for the Okeechobee County Cemeteries as presented.

Facilities Maintenance Manager Shellie Mitchell and Cemetery Coordinator David Jacobs addressed the Board and gave a presentation on the updates to the rules and regulations for the Okeechobee County cemeteries:

1. Definitions
2. General rules
3. Burials and permits
4. Foundations, monuments, and sites
5. Foundations and monuments for cremation sites
6. Maintenance
7. Burial site and mark-out prices

The Board discussed rules for installing seating at grave sites, licensing and statutory requirements for installations, impacts of violations on nearby grave sites, insurance for accidental damages, sensitivity regarding the grieving process, and trying to meet the needs of those who visit while protecting the graves of those who are buried. It was agreed that while the rules were established to protect gravesites, a delicate balance is required to ensure visitors can properly grieve.

Motion: Motion to approve the adoption of Resolution 2026-63, amending Resolution 2015-03, revising uniform rules, regulations, policies, and procedures for the Okeechobee County Cemeteries, as amended to allow seating materials equivalent to granite or marble, and to issue citations to repeat violations on the second offense.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Michael Sumner
SECONDER:	Terry W. Burroughs
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

12.b) DISCUSSION - THE DARRELL ENFINGER SPORTS COMPLEX US 441 ACCESS ROAD PROJECT

Requested Action: That the Board of County Commissioners discuss and provide direction regarding whether to proceed with the bidding and construction phase of the Darrell Enfinger Sports Complex US 441 Access Road Project, which has a total estimated project cost of $1,286,747.

Deputy County Administrator Justin Nelson addressed the Board and initiated a discussion regarding the lack of grants to fund the Darrell Enfinger Sports Complex Road project. This project would need to be funded completely by the County.

The Board discussed holding off on this project until staff could secure grant

funding. They also discussed having the School Board transfer NW 27th Lane to the County to turn the project into a connector road.

Direction from the Board: to table this project until a funding opportunity arises, and have discussions with the School Board about transferring NW 27th Lane to the County, which would then allow staff to research connector road grants

13) Human Resources

There are no scheduled items

14) Public Safety

There are no scheduled items

15) Public Works

There are no scheduled items

16) Solid Waste

There are no scheduled items

17) Administration

There are no scheduled items

18) <u>County Attorney Report</u>

County Attorney Zackery Good:

1. Nothing to report at this time

19) <u>Administration Report</u>

County Administrator Jessica Bezares:

1. Watershed Master Plan agreement extensions
2. Budget Public Hearing today at 5:01 pm
3. Regular Session on October 8, 2026 at 9:00 am
4. County Administrator's report

Deputy County Administrator Justin Nelson:

1. Public Works working on drainage problems
2. Okeechobee County Clerk of Circuit Court & Comptroller requesting the installation of a gazebo for weddings

County Engineer Stefan Matthes:

1. Okeechobee High School Homecoming Parade scheduled for October 1, 2026
2. Pole hardening being completed
3. Updating environmental documentation for bridge repair grants
4. Scheduling public informational meetings for Stormwater Vulnerability Study
5. Widening at Lofton Road is continuing
6. Millings being used for various parking lots
7. Working on drainage solutions

Consensus of the Board: to have staff work with Okeechobee County Clerk of Circuit Court & Comptroller to purchase and install gazebo on Judicial Center property, funded by the Clerk of Circuit Court

20) <u>Commissioner Comments</u>

Commissioner Michael Sumner:
1. Attended Florida Association of Counties Innovation Conference
2. Watch party for Okeechobee episode of travel show is tomorrow night

Commissioner Bradley G. Goodbread:
1. Hoping the rain can let up enough for water to drain

Commissioner Frank DeCarlo:
1. Working with Department of Transportation on intersection at Berman Road and State Road 70
2. Please be patient with draining issues

Commissioner Terry W. Burroughs:
1. Panelist for Florida Resilience Conference regarding data centers
2. Been working with Florida Digital Infrastructure and Security Alliance Executive Director Imran Siddiqui
3. Can look into organizing a data center panel for Okeechobee County
4. Planning to work with administration on some flooding issues
5. Progress update on intersection at Berman Road and State Road 70

Chairman David Hazellief:
1. Cross walk access needed for parks
2. Downtown parks would be a fitting location for Vietnam memorial wall

21) Executive Session

There are no scheduled items

22) Adjourn

There being no further business to come before the Board, Chairman David Hazellief adjourned the Regular Session of the Board of County Commissioners at 11:38 am.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FL

By: _____
David Hazellief - Chairman

ATTEST:

Jerald D. Bryant
Clerk of the Circuit Court & Comptroller

By: _____ (SEAL)

Approved: _____

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1277-OKC)

Department:Clerk to the Board
Category:Minutes
Prepared By: Thomas Hudek
Presenter: Thomas Hudek

SUBJECT: MINUTES SEPTEMBER 24, 2026 BUDGET HEARING

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve the Minutes from September 24, 2026 Budget Hearing.

BACKGROUND:
That the Board of County Commissioners approve the Minutes from the September 24, 2026 Budget Hearing.

ATTACHMENT:
09.24.2026.Budget Minutes.pdf

Minutes of the Board of County Commissioners
Okeechobee County, Florida

Thursday, September 24, 2026

The Board met this date in the Okeechobee County Historic Courthouse in the "Judge William L. Hendry Courtroom", Room 270, at 304 NW 2nd Street in Okeechobee, Florida at 5:00 PM.

I) Call to Order

Attendee Name	Status
David Hazellief	Present
Terry W. Burroughs	Present
Bradley G. Goodbread	Present
Frank DeCarlo	Present
Michael Sumner	Present

Staff Present:
Jessica Bezares
Justin Nelson
Lisa Ridley
John Gorsuch

Chairman David Hazellief called the meeting to order.

II) Commencement

III) Public Hearing Introduction

Board approval is required to convene a public hearing pursuant to Section 129.03(3)(c) and Section 200.065(2)(c) and (e), Florida Statutes, for the purpose of receiving comments, questions, requests and/or concerns from the general public regarding the final millage rates.

Okeechobee County Board of County Commissioners is the taxing authority in the proceeding and prior to conclusion of the hearing the Board of County Commissioners will adopt a final general millage rate for the 2026 tax year, and a final budget for the 2027 fiscal year.

Statutory millage disclosure:
The tentative general millage rate of 7.5000 mills is allocated entirely to the General Fund. Said millage rate is greater than the rolled-back millage rate of 7.1382, as computed pursuant to Section 200.065(1) Florida Statutes, by 5.07% adopted for levy by the Okeechobee County Board of County Commissioners.

The adopted final expenditures total $120,414,551 and adopted final reserves total $55,739,972. The adopted fiscal year 2027 budget would total $176,154,523.

Administrative Services Director Lisa Ridley asked that the Board of County Commissioners discuss and receive requests, comments, questions, or concerns from the general public regarding the proposed Millage rate, and/or County Budget as presented for approval.

IV) Convene Public Hearing

Chairman David Hazellief opened the meeting for Public Hearing.

There was no one wishing to address the Board at this time.

Consensus of the Board: to close the Public Hearing

V) Discussion and Comment by the Board

The Board had no discussions or comments at this time.

VI) Adoption of Final Millage Rate

VI.1) ADOPT RESOLUTION 2026-65 FINAL MILLAGE RATE FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners approve Resolution 2026-65 adopting a final millage rate for the 2026 tax year; declaring that said millage rate is greater than the rolled-back rate; providing for distribution of the Resolution to the Property Appraiser, Tax Collector, and Department of Revenue; providing an effective date.

Motion: Motion to approve and adopt Resolution 2026-65 adopting a final millage rate for the 2026 tax year; declaring that said millage rate is greater than the rolled-back rate; providing for distribution of the Resolution to the Property Appraiser, Tax Collector, and Department of Revenue; providing an effective date.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Michael Sumner
SECONDER:	Bradley G. Goodbread
AYES:	David Hazellief, Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, Michael Sumner

VII) Adoption of Final Budget

VII.1) ADOPT RESOLUTION 2026-66 FINAL BUDGET FOR FISCAL YEAR 2026-2027

Requested Action: That the Board of County Commissioners adopt Resolution 2026-66 adopting a final budget for Fiscal Year 2026-2027 in the amount of $176,154,523, providing that a copy of said budget shall be filed in the office of the Okeechobee County Clerk of Circuit Court as a public record, and providing an effective date.

Motion: Motion to approve and adopt Resolution 2026-66 adopting a final budget for Fiscal Year 2026-2027 in the amount of $176,154,523, providing that a copy of said budget shall be filed in the office of the Okeechobee County Clerk of Circuit Court as a public record, and providing an effective date.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bradley G. Goodbread
SECONDER:	Frank DeCarlo
AYES:	Terry W. Burroughs, Bradley G. Goodbread, Frank DeCarlo, David Hazellief, Michael Sumner

VIII) Adjournment

There being no further business to come before the Board, Chairman David Hazellief adjourned the Budget Hearing of the Board of County Commissioners at 5:04 pm.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FL

By: _____
David Hazellief - Chairman

ATTEST:

Jerald D. Bryant
Clerk of the Circuit Court & Comptroller

By: _____ (SEAL)

Approved: _____

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1276-OKC)

Department:Finance
Category:Action Item
Prepared By: Jessica Burnette
Presenter: Jessica Bezares

SUBJECT: WARRANTS 2026-18

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
Decrease in total cash due to payments of goods and services for Okeechobee County.

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve Warrants List 2026-18 in the amount of $441,825.78.

BACKGROUND:
Attached is a detailed report of expenditures for Warrants List 2026-18.

ATTACHMENT:
Detailed Warrants List 2026-18.pdf
Warrants List 2026-18.pdf

Bank Number: 11 / Name: SEACOAST NATIONAL BANK / Description: OPERATING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
213834	**CHK**	**A**	**AMAZON CAPITAL SERVICES, INC.**	**10228**	**11**	**1,387.48**	**0.00**	**1,387.48**	**09/23/2026**		**65799**
			DRINK MIX	1C19-NHNV-PPWW		277.81	0.00	277.81			
			WATER	1F11-FGYD-1WHP		44.99	0.00	44.99			
			MARKERS, SEED PACKETS, YARN	1GWX-WPJK-3LGP		68.65	0.00	68.65			
			BROOM & DUSTPAN, TONER	1J7F-6YCC-HY4Y		164.16	0.00	164.16			
			PHONE CASE, SCREEN PROTECTOR	1KPR-YHX1-PY7J		52.00	0.00	52.00			
			WARRANTY FOR CAMERA	1NLP-67LJ-6NWX		52.99	0.00	52.99			
			CANDY	1PDK-LHH4-L7HP		238.99	0.00	238.99			
			FILE FOLDERS, BINDERS	1RGJ-TVY7-67NR		154.92	0.00	154.92			
			BULLETIN BOARD, PUSH PINS	1RGJ-TVY7-7XFL		81.95	0.00	81.95			
			COFFEE CREAMER, AIR FRESHNERS	1W3Y-YXNL-DLHH		217.78	0.00	217.78			
			DRUM PUMP	1XRG-NQHP-NFX7		33.24	0.00	33.24			
213835	**CHK**	**A**	**ADVANCED DATA PROCESSING, INC.**	**10335**	**1**	**6,731.05**	**0.00**	**6,731.05**	**09/23/2026**		**65799**
			EMS BILLING	618003803		6,731.05	0.00	6,731.05			
213836	**CHK**	**A**	**ADT, LLC**	**10661**	**3**	**413.85**	**0.00**	**413.85**	**09/23/2026**		**65799**
			UNITS OF SERVICE	AUG-26-CCE		82.77	0.00	82.77			
			UNITS OF SERVICE	AUG-26-CSBG		248.31	0.00	248.31			
			UNITS OF SERVICE	AUG-26-OAA		82.77	0.00	82.77			
213837	**CHK**	**A**	**DANIELLE AYUSO**	**10672**	**1**	**24.92**	**0.00**	**24.92**	**09/23/2026**		**65799**
			TRAVEL REIMBURSEMENT	08282026		24.92	0.00	24.92			
213838	**CHK**	**A**	**KAYLIE AYALA**	**10741**	**1**	**250.00**	**0.00**	**250.00**	**09/23/2026**		**65799**
			SECURITY DEPOSIT REFUND	11137		250.00	0.00	250.00			
213839	**CHK**	**A**	**BOUND TREE MEDICAL, LLC**	**28246**	**5**	**3,673.67**	**0.00**	**3,673.67**	**09/23/2026**		**65799**
			NEEDLE KIT, BLADE, DEFIB PADS	86320723		3,003.27	0.00	3,003.27			
			IV CATHETER	86322719		129.50	0.00	129.50			
			IV CATHETER	86322720		129.50	0.00	129.50			
			IV CATHETER	86322721		129.50	0.00	129.50			
			CURAPLEX	86336708		281.90	0.00	281.90			
213840	**CHK**	**A**	**CITY ELECTRIC SUPPLY CO.**	**30130**	**2**	**157.79**	**0.00**	**157.79**	**09/23/2026**		**65799**
			ELECTRICAL MATERIALS	OKE/278732		136.32	0.00	136.32			
			HEX SELF DRILL	OKE/278823		21.47	0.00	21.47			
213841	**CHK**	**A**	**TOSHIBA FINANCIAL SERVICES**	**30135**	**2**	**732.58**	**0.00**	**732.58**	**09/23/2026**		**65799**
			COPIER 2515 AC	900031531900015168007		32.58	0.00	366.28			
			COPIER 2515 AC	900031531900015168007		32.58	0.00	366.30			
213842	**CHK**	**A**	**FIRST-CITIZENS BANK & TRUST CO**	**30657**	**2**	**440.72**	**0.00**	**440.72**	**09/23/2026**		**65799**
			COPIER LEASE-900-0365251-000	49590918		212.91	0.00	212.91			
			COPIER LEASE-900-0365251-000	49752615		227.81	0.00	227.81			
213843	**CHK**	**A**	**CLERK OF CIRCUIT COURT AND COM**	**30934**	**26**	**440.70**	**0.00**	**440.70**	**09/23/2026**		**65799**
			DOC STAMPS & RECORDING FEES	08202026-ARRIETA		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-AYALA		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-BARLOW		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-BAUGHMAN		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-BIRTS		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-CAMPBELL		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-LASHLEY		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-MCCELLAND		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-MEDINA		16.95	0.00	16.95			

Bank Number: 11 / Name: SEACOAST NATIONAL BANK / Description: OPERATING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			DOC STAMPS & RECORDING FEES	08202026-PEPPERS		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08202026-SILVAS		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08252026-COLQUITT		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08252026-JONES		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-BREEN		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-COLVIN		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-GONZALEZ		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-HOLCOMB		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-LEIGHTON		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-PEREZ		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-REYEZ		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08272026-STEWART		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08282026-CASTILLO		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08282026-DEES		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08282026-KUNKLE		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08282026-STRAUB		16.95	0.00	16.95			
			DOC STAMPS & RECORDING FEES	08282026-WELCH		16.95	0.00	16.95			
213844	**CHK**	**A**	**DYNAFIRE, LLC**	**40441**	**2**	**990.28**	**0.00**	**990.28**	**09/23/2026**		**65799**
			REPLACE PULL STATION	UT-08471		773.28	0.00	773.28			
			ALARM MONITORING & INSPECTIONS	UT-08884		217.00	0.00	217.00			
213845	**CHK**	**A**	**DESSERT ROSE ENTERPRISES, LLC**	**40594**	**1**	**39.90**	**0.00**	**39.90**	**09/23/2026**		**65799**
			CHARGER	P90421968		39.90	0.00	39.90			
213846	**CHK**	**A**	**BATTERIES PLUS BULBS**	**40594**	**1**	**236.95**	**0.00**	**236.95**	**09/23/2026**		**65799**
			LCD REPAIR	P90423275		236.95	0.00	236.95			
213847	**CHK**	**A**	**THE D. NORTON COMPANY, LLC**	**40598**	**1**	**600.00**	**0.00**	**600.00**	**09/23/2026**		**65799**
			ADVERTISING	26859		600.00	0.00	600.00			
213848	**CHK**	**A**	**CENTURYLINK**	**50195**	**1**	**982.18**	**0.00**	**982.18**	**09/23/2026**		**65799**
			PHONE SERVICE-311573983	08192026-1200		982.18	0.00	982.18			
213849	**CHK**	**A**	**EMERGENCY EDUCATIONAL**	**50373**	**1**	**225.00**	**0.00**	**225.00**	**09/23/2026**		**65799**
			YEARLY ALIGNMENT FEE	39022		225.00	0.00	225.00			
213850	**CHK**	**A**	**BERENICE ELIAS-GARCIA**	**50404**	**1**	**500.00**	**0.00**	**500.00**	**09/23/2026**		**65799**
			SECURITY DEPOSIT REFUND	10464		500.00	0.00	500.00			
213851	**CHK**	**A**	**GILBERT OIL CO.**	**60301**	**1**	**125.66**	**0.00**	**125.66**	**09/23/2026**		**65799**
			OIL	135631		125.66	0.00	125.66			
213852	**CHK**	**A**	**FIRST HOSPITAL LABORATORIES, I**	**60699**	**1**	**105.00**	**0.00**	**105.00**	**09/23/2026**		**65799**
			DRUG SCREEN	FL00730228		105.00	0.00	105.00			
213853	**CHK**	**A**	**GLADES ELECTRIC COOPERATIVE, I**	**70013**	**1**	**76.92**	**0.00**	**76.92**	**09/23/2026**		**65799**
			ELECTRIC SERVICE	08282026-9134024		76.92	0.00	76.92			
213854	**CHK**	**A**	**OKEECHOBEE COUNTY 4-H ASSOCIAT**	**78859**	**1**	**7,550.25**	**0.00**	**7,550.25**	**09/23/2026**		**65799**
			ANNUAL 4-H SUPPORT	2026		7,550.25	0.00	7,550.25			
213855	**CHK**	**A**	**GLADES MEDIA COMPANY**	**78898**	**1**	**460.00**	**0.00**	**460.00**	**09/23/2026**		**65799**
			RADIO ADVERTISING	10070-00009-0009		460.00	0.00	460.00			
213856	**CHK**	**A**	**HOME DEPOT CREDIT SERVICES**	**80082**	**7**	**2,804.61**	**0.00**	**2,804.61**	**09/23/2026**		**65799**

Bank Number: 11 / Name: SEACOAST NATIONAL BANK / Description: OPERATING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			COMMAND STRIPS	5010496		19.86	0.00	19.86			
			SHIMS, DOOR JAMB, DOOR CLOSER	7014338		1,168.52	0.00	1,168.52			
			WATER FOUNTAIN	8259686		1,445.62	0.00	963.74			
			WATER FOUNTAIN	8259686		1,445.62	0.00	481.88			
			FLOORING KIT	9010106		22.97	0.00	22.97			
			SNAP CON, TUBING	9010107		12.83	0.00	12.83			
			MOLDING	9010174		134.81	0.00	134.81			
213857	**CHK**	**A**	**HIGHLAND PEST CONTROL, INC.**	**80489**	**3**	**195.00**	**0.00**	**195.00**	**09/23/2026**		**65799**
			PEST CONTROL	916816		65.00	0.00	65.00			
			PEST CONTROL	919156		65.00	0.00	65.00			
			PEST CONTROL	922126		65.00	0.00	65.00			
213858	**CHK**	**A**	**ICS COMPUTERS, INC.**	**90024**	**1**	**355.00**	**0.00**	**355.00**	**09/23/2026**		**65799**
			SERVICE CALL	50613		355.00	0.00	355.00			
213859	**CHK**	**A**	**RICOH USA, INC.**	**90041**	**1**	**79.32**	**0.00**	**79.32**	**09/23/2026**		**65799**
			BILLABLE COPIES	5073783579		79.32	0.00	79.32			
213860	**CHK**	**A**	**CUSTOM GRAPHICS & SIGNS, INC.**	**100003**	**1**	**535.59**	**0.00**	**535.59**	**09/23/2026**		**65799**
			BANNERS, FLAG	16687		535.59	0.00	535.59			
213861	**CHK**	**A**	**JUSTICE FAMILY ENTERPRISES, IN**	**100331**	**1**	**79.20**	**0.00**	**79.20**	**09/23/2026**		**65799**
			NAME TAGS	26-1484		79.20	0.00	79.20			
213862	**CHK**	**A**	**KYOCERA DOCUMENT SOLUTIONS SOU**	**110336**	**1**	**23.40**	**0.00**	**23.40**	**09/23/2026**		**65799**
			BILLABLE COPIES	55V1510341		23.40	0.00	23.40			
213863	**CHK**	**A**	**MARIA LEON**	**120549**	**1**	**26.25**	**0.00**	**26.25**	**09/23/2026**		**65799**
			TRAVEL REIMBURSEMENT	06292026		26.25	0.00	26.25			
213864	**CHK**	**A**	**MTM TRANSIT, LLC**	**130645**	**1**	**1,380.00**	**0.00**	**1,380.00**	**09/23/2026**		**65799**
			TRANSPORTATION-AUGUST 2026	OSSAUG26		1,380.00	0.00	1,380.00			
213865	**CHK**	**A**	**ANGELIE MELTON**	**130812**	**1**	**250.00**	**0.00**	**250.00**	**09/23/2026**		**65799**
			SECURITY DEPOSIT REFUND	11636		250.00	0.00	250.00			
213866	**CHK**	**A**	**DIARENY MEDINA**	**130813**	**1**	**250.00**	**0.00**	**250.00**	**09/23/2026**		**65799**
			SECURITY DEPOSIT REFUND	11271		250.00	0.00	250.00			
213867	**CHK**	**A**	**PERFORMANCE NAPA, LLC**	**140318**	**1**	**24.79**	**0.00**	**24.79**	**09/23/2026**		**65799**
			AIR FILTER	791681		24.79	0.00	24.79			
213868	**CHK**	**A**	**OKEECHOBEE UTILITY AUTHORITY**	**150074**	**3**	**431.32**	**0.00**	**431.32**	**09/23/2026**		**65799**
			WATER AND SEWER SERVICE	08272026-013542		89.79	0.00	89.79			
			WATER SERVICE	08272026-033728		32.80	0.00	32.80			
			WATER AND SEWER SERVICE	08272026-059199		308.73	0.00	308.73			
213869	**CHK**	**A**	**ODYSSEY MANUFACTURING CO.**	**150269**	**1**	**1,167.00**	**0.00**	**1,167.00**	**09/23/2026**		**65799**
			SODIUM BIBARB, SULFURIC ACID	129228		1,167.00	0.00	1,167.00			
213870	**CHK**	**A**	**GLADES PARTS COMPANY, INC.**	**158937**	**3**	**46.54**	**0.00**	**46.54**	**09/23/2026**		**65799**
			AIR FILTERS	106918		24.04	0.00	24.04			
			AIR FILTERS	107069		26.40	0.00	26.40			
			CREDIT MEMO	107087		3.90-	0.00	3.90-			

Bank Number: 11 / Name: SEACOAST NATIONAL BANK / Description: OPERATING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
213871	**CHK**	**A**	**PUBLIC DEFENDER,**	**160065**	**1**	**1,107.21**	**0.00**	**1,107.21**	**09/23/2026**		**65799**
			COUNTY OBLIGATION	AUGUST2026		1,107.21	0.00	1,107.21			
213872	**CHK**	**A**	**THE PETERBILT STORE SOUTH FLOR**	**160546**	**4**	**199.54**	**0.00**	**199.54**	**09/23/2026**		**65799**
			INLET CONNECTION	28P177398		38.80	0.00	38.80			
			O-RING	28P177810		5.84	0.00	5.84			
			AIR COMPRESSOR HOSE	28P177999		104.18	0.00	104.18			
			HOSE	28P178078		50.72	0.00	50.72			
213873	**CHK**	**A**	**JULEE PICKLES**	**160609**	**1**	**80.00**	**0.00**	**80.00**	**09/23/2026**		**65799**
			REFUND ACTIVITY FEES	11692		80.00	0.00	80.00			
213874	**CHK**	**A**	**SIGN GUY OF OKEECHOBEE, INC.**	**190013**	**1**	**1,045.00**	**0.00**	**1,045.00**	**09/23/2026**		**65799**
			NO WEAPONS SIGNS INSTALLATION	2870		1,045.00	0.00	1,045.00			
213875	**CHK**	**A**	**ST. LUCIE BATTERY & TIRE**	**190199**	**1**	**234.90**	**0.00**	**234.90**	**09/23/2026**		**65799**
			TRAILER TIRES	1060060052		234.90	0.00	234.90			
213876	**CHK**	**A**	**SUPPLYLINE, LLC**	**190753**	**4**	**1,049.43**	**0.00**	**1,049.43**	**09/23/2026**		**65799**
			BRUSH, TRASH BAGS, DAWN	87747		468.69	0.00	468.69			
			WATER & GATORADE	87748		119.04	0.00	119.04			
			LYSOL	87936		107.88	0.00	107.88			
			PLATES, FORKS, BOWLS	88011		353.82	0.00	353.82			
213877	**CHK**	**A**	**NOEL E. STEPHEN, SHERIFF**	**190828**	**5**	**9,318.75**	**0.00**	**9,318.75**	**09/23/2026**		**65799**
			SENIOR MEALS	CCE08292026		330.75	0.00	330.75			
			SENIOR MEALS	CSBG-08292026		1,018.50	0.00	1,018.50			
			SENIOR MEALS	NSIP-08292026		1,085.04	0.00	1,085.04			
			SENIOR MEALS	OAA-08292026		6,826.71	0.00	6,826.71			
			SENIOR MEALS	PH08292026		57.75	0.00	57.75			
213878	**CHK**	**A**	**STAPLES**	**191177**	**17**	**2,062.65**	**0.00**	**2,062.65**	**09/23/2026**		**65799**
			SIGN HOLDER	6067182831		45.24	0.00	45.24			
			LABLES, SHARPIE, STAPLES	6067182833		106.99	0.00	106.99			
			COPY PAPER	6067182834		439.90	0.00	439.90			
			RUBBER STAMP	6072468917		36.78	0.00	36.78			
			STAMP PAD	6072468919		5.63	0.00	5.63			
			INK	6072468920		83.50	0.00	83.50			
			INK, FOLDERS	6072468922		103.85	0.00	103.85			
			INK	6072468924		52.50	0.00	52.50			
			CREDIT MEMO	6072468926		96.02-	0.00	96.02-			
			MOUSE	6072481087		81.99	0.00	81.99			
			COFFEE, KLEENEX	6072481088		157.49	0.00	157.49			
			MOUSE	6072481089		30.49	0.00	30.49			
			SCISSOR, FOLDER, COPY PAPER	6072481090		177.19	0.00	177.19			
			INK CARTRIDGE	6072481091		106.89	0.00	106.89			
			COPY PAPER, MOUSEPAD, CALENDAR	6072481092		202.24	0.00	202.24			
			FIRST AID KIT	6072481093		449.75	0.00	449.75			
			ZIPLOC BAGS, CLIPBOARD	6072481094		78.24	0.00	78.24			
213879	**CHK**	**A**	**TEN-8 FIRE & SAFETY, LLC**	**200022**	**2**	**1,779.10**	**0.00**	**1,779.10**	**09/23/2026**		**65799**
			FIBERGLASS HANDLE	1310109555		932.86	0.00	932.86			
			HOOK	1310114684		846.24	0.00	846.24			
213880	**CHK**	**A**	**TOTAL TRUCK PARTS, INC.**	**200119**	**1**	**367.23**	**0.00**	**367.23**	**09/23/2026**		**65799**
			TARP MOTOR	2262180021		367.23	0.00	367.23			

Bank Number: 11 / Name: SEACOAST NATIONAL BANK / Description: OPERATING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
213881	**CHK**	**A**	**TOTAL ROADSIDE SERVICES, LLC**	**200298**	**1**	**564.00**	**0.00**	**564.00**	**09/23/2026**		**65799**
			TIRES	103458		564.00	0.00	564.00			
213882	**CHK**	**A**	**TALGOOD ENTERPRISES II, LLC**	**200656**	**13**	**6,844.50**	**0.00**	**6,844.50**	**09/23/2026**		**65799**
			6099-A-HOMEMAKING	6099-A		257.40	0.00	257.40			
			6100-A-PERSONAL CARE	6100-A		257.40	0.00	257.40			
			6101-A-RESPITE	6101-A		1,755.00	0.00	1,755.00			
			6102-A-HOMEMAKING	6102-A		1,017.90	0.00	1,017.90			
			6103-A-PERSONAL CARE	6103-A		444.60	0.00	444.60			
			6104-A-RESPITE	6104-A		46.80	0.00	46.80			
			6105-A-RESPITE	6105-A		46.80	0.00	46.80			
			6106-A-HOMEMAKING	6106-A		1,205.10	0.00	1,205.10			
			6107-A-PERSONAL CARE	6107-A		678.60	0.00	678.60			
			6108-A-RESPITE	6108-A		409.50	0.00	409.50			
			6109-A-HOMEMAKING	6109-A		456.30	0.00	456.30			
			6110-A-PERSONAL CARE	6110-A		81.90	0.00	81.90			
			6111-A-RESPITE	6111-A		187.20	0.00	187.20			
213883	**CHK**	**A**	**GRAINGER**	**230056**	**1**	**249.58**	**0.00**	**249.58**	**09/23/2026**		**65799**
			BATTERY AND CHARGER KIT	9012968104		249.58	0.00	249.58			
213884	**CHK**	**A**	**WASTE MANAGEMENT, INC. OF FLOR**	**230078**	**3**	**425.85**	**0.00**	**425.85**	**09/23/2026**		**65799**
			WASTE DISPOSAL-25-72914-13009	9103991-1547-6		337.87	0.00	337.87			
			WASTE DISPOSAL-25-73782-33002	9103992-1547-4		25.08	0.00	25.08			
			WASTE DISPOSAL-25-90082-53008	9104000-1547-5		62.90	0.00	62.90			
213885	**CHK**	**A**	**WEX BANK**	**230465**	**1**	**3,358.16**	**0.00**	**3,358.16**	**09/23/2026**		**65799**
			FUEL	114859666		3,358.16	0.00	3,358.16			
213886	**CHK**	**A**	**AFLAC/AMERICAN FAMILY, ATTN: C**	**10087**	**1**	**30,658.21**	**0.00**	**30,658.21**	**09/24/2026**		**65805**
			INSURANCE PREMIUMS	SEPTMEBER2026		30,658.21	0.00	30,658.21			
213887	**CHK**	**A**	**LINCOLN NATIONAL LIFE**	**12903**	**1**	**9,942.83**	**0.00**	**9,942.83**	**09/24/2026**		**65805**
			INSURANCE PREMIUMS	SEPTMEBER2026		9,942.83	0.00	9,942.83			
213888	**CHK**	**A**	**DEPARTMENT OF REVENUE, ACCOUNT**	**40589**	**1**	**83,064.41**	**0.00**	**83,064.41**	**09/24/2026**		**65805**
			MEDICAID	SEPTEMBER2026		83,064.41	0.00	83,064.41			
213889	**CHK**	**A**	**PUBLIC RISK MANAGEMENT OF FL**	**161091**	**1**	**225,847.35**	**0.00**	**225,847.35**	**09/24/2026**		**65805**
			INSURANCE PREMIUMS	SEPTMEBER2026		225,847.35	0.00	225,847.35			
213890	**CHK**	**A**	**SCOTT'S QUALITY CLEANING**	**150099**	**2**	**18,783.49**	**0.00**	**18,783.49**	**09/28/2026**		**65811**
			CUSTODIAL SERVICES	2610A		18,783.49	0.00	17,063.97			
			CUSTODIAL SERVICES	2610A		18,783.49	0.00	1,719.52			
213891	**CHK**	**A**	**STATE ATTORNEY**	**190023**	**2**	**11,050.67**	**0.00**	**11,050.67**	**09/28/2026**		**65811**
			COUNTY OBLIGATION	AUGUST16-31-2026		3,294.81	0.00	3,294.81			
			COUNTY OBLIGATION	SEPTEMBER1-15-2026		7,755.86	0.00	7,755.86			
REGISTER TOTALS Checks: 58 Voids: 0					158	441,825.78	0.00	441,825.78			

BOARD OF COUNTY COMMISSIONERS
Payment Register Print

Batch: 0 Period: 09/28/26

Payment Number	Typ	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number	
			FOR BANK ACCOUNT:11	SEACOAST NATIONAL BANK		OPERATING ACCOUNT					
213834	CHK		10228	AMAZON CAPITAL SERVICES, INC.	11	1,387.48	0.00	1,387.48	09/23/26	65799	
213835	CHK		10335	ADVANCED DATA PROCESSING, INC.	1	6,731.05	0.00	6,731.05	09/23/26	65799	
213836	CHK		10661	ADT, LLC	3	413.85	0.00	413.85	09/23/26	65799	
213837	CHK		10672	DANIELLE AYUSO	1	24.92	0.00	24.92	09/23/26	65799	
213838	CHK		10741	KAYLIE AYALA	1	250.00	0.00	250.00	09/23/26	65799	
213839	CHK		28246	BOUND TREE MEDICAL, LLC	5	3,673.67	0.00	3,673.67	09/23/26	65799	
213840	CHK		30130	CITY ELECTRIC SUPPLY CO.	2	157.79	0.00	157.79	09/23/26	65799	
213841	CHK		30135	TOSHIBA FINANCIAL SERVICES	2	732.58	0.00	732.58	09/23/26	65799	
213842	CHK		30657	FIRST-CITIZENS BANK & TRUST COMPANY	2	440.72	0.00	440.72	09/23/26	65799	
213843	CHK		30934	CLERK OF CIRCUIT COURT AND COMPTROLLER	26	440.70	0.00	440.70	09/23/26	65799	
213844	CHK		40441	DYNAFIRE, LLC	2	990.28	0.00	990.28	09/23/26	65799	
213845	CHK		40594	DESSERT ROSE ENTERPRISES, LLC	1	39.90	0.00	39.90	09/23/26	65799	
213846	CHK		40594	BATTERIES PLUS BULBS	1	236.95	0.00	236.95	09/23/26	65799	
213847	CHK		40598	THE D. NORTON COMPANY, LLC	1	600.00	0.00	600.00	09/23/26	65799	
213848	CHK		50195	CENTURYLINK	1	982.18	0.00	982.18	09/23/26	65799	
213849	CHK		50373	EMERGENCY EDUCATIONAL	1	225.00	0.00	225.00	09/23/26	65799	
213850	CHK		50404	BERENICE ELIAS-GARCIA	1	500.00	0.00	500.00	09/23/26	65799	
213851	CHK		60301	GILBERT OIL CO.	1	125.66	0.00	125.66	09/23/26	65799	
213852	CHK		60699	FIRST HOSPITAL LABORATORIES, INC.	1	105.00	0.00	105.00	09/23/26	65799	
213853	CHK		70013	GLADES ELECTRIC COOPERATIVE, INC	1	76.92	0.00	76.92	09/23/26	65799	
213854	CHK		78859	OKEECHOBEE COUNTY 4-H ASSOCIATION	1	7,550.25	0.00	7,550.25	09/23/26	65799	
213855	CHK		78898	GLADES MEDIA COMPANY	1	460.00	0.00	460.00	09/23/26	65799	
213856	CHK		80082	HOME DEPOT CREDIT SERVICES	7	2,804.61	0.00	2,804.61	09/23/26	65799	
213857	CHK		80489	HIGHLAND PEST CONTROL, INC.	3	195.00	0.00	195.00	09/23/26	65799	
213858	CHK		90024	ICS COMPUTERS, INC.	1	355.00	0.00	355.00	09/23/26	65799	
213859	CHK		90041	RICOH USA, INC.	1	79.32	0.00	79.32	09/23/26	65799	
213860	CHK		100003	CUSTOM GRAPHICS & SIGNS, INC.	1	535.59	0.00	535.59	09/23/26	65799	
213861	CHK		100331	JUSTICE FAMILY ENTERPRISES, INC	1	79.20	0.00	79.20	09/23/26	65799	
213862	CHK		110336	KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL	1	23.40	0.00	23.40	09/23/26	65799	
213863	CHK		120549	MARIA LEON	1	26.25	0.00	26.25	09/23/26	65799	
213864	CHK		130645	MTM TRANSIT, LLC	1	1,380.00	0.00	1,380.00	09/23/26	65799	
213865	CHK		130812	ANGELIE MELTON	1	250.00	0.00	250.00	09/23/26	65799	
213866	CHK		130813	DIARENY MEDINA	1	250.00	0.00	250.00	09/23/26	65799	
213867	CHK		140318	PERFORMANCE NAPA, LLC	1	24.79	0.00	24.79	09/23/26	65799	
213868	CHK		150074	OKEECHOBEE UTILITY AUTHORITY	3	431.32	0.00	431.32	09/23/26	65799	
213869	CHK		150269	ODYSSEY MANUFACTURING CO.	1	1,167.00	0.00	1,167.00	09/23/26	65799	
213870	CHK		158937	GLADES PARTS COMPANY, INC.	3	46.54	0.00	46.54	09/23/26	65799	
213871	CHK		160065	PUBLIC DEFENDER,	1	1,107.21	0.00	1,107.21	09/23/26	65799	
213872	CHK		160546	THE PETERBILT STORE SOUTH FLORIDA, LLC	4	199.54	0.00	199.54	09/23/26	65799	

Batch: 0 Period: 09/28/26

Payment Number	Typ	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number	
213873	CHK		160609	JULEE PICKLES	1	80.00	0.00	80.00	09/23/26	65799	
213874	CHK		190013	SIGN GUY OF OKEECHOBEE, INC.	1	1,045.00	0.00	1,045.00	09/23/26	65799	
213875	CHK		190199	ST. LUCIE BATTERY & TIRE	1	234.90	0.00	234.90	09/23/26	65799	
213876	CHK		190753	SUPPLYLINE, LLC	4	1,049.43	0.00	1,049.43	09/23/26	65799	
213877	CHK		190828	NOEL E. STEPHEN, SHERIFF	5	9,318.75	0.00	9,318.75	09/23/26	65799	
213878	CHK		191177	STAPLES	17	2,062.65	0.00	2,062.65	09/23/26	65799	
213879	CHK		200022	TEN-8 FIRE & SAFETY, LLC	2	1,779.10	0.00	1,779.10	09/23/26	65799	
213880	CHK		200119	TOTAL TRUCK PARTS, INC.	1	367.23	0.00	367.23	09/23/26	65799	
213881	CHK		200298	TOTAL ROADSIDE SERVICES, LLC	1	564.00	0.00	564.00	09/23/26	65799	
213882	CHK		200656	TALGOOD ENTERPRISES II, LLC	13	6,844.50	0.00	6,844.50	09/23/26	65799	
213883	CHK		230056	GRAINGER	1	249.58	0.00	249.58	09/23/26	65799	
213884	CHK		230078	WASTE MANAGEMENT, INC. OF FLORIDA	3	425.85	0.00	425.85	09/23/26	65799	
213885	CHK		230465	WEX BANK	1	3,358.16	0.00	3,358.16	09/23/26	65799	
213886	CHK		10087	AFLAC/AMERICAN FAMILY, ATTN: CASHIERS	1	30,658.21	0.00	30,658.21	09/24/26	65805	
213887	CHK		12903	LINCOLN NATIONAL LIFE	1	9,942.83	0.00	9,942.83	09/24/26	65805	
213888	CHK		40589	DEPARTMENT OF REVENUE, ACCOUNTING SUBPRO	1	83,064.41	0.00	83,064.41	09/24/26	65805	
213889	CHK		161091	PUBLIC RISK MANAGEMENT OF FL	1	225,847.35	0.00	225,847.35	09/24/26	65805	
213890	CHK		150099	SCOTT'S QUALITY CLEANING	2	18,783.49	0.00	18,783.49	09/28/26	65811	
213891	CHK		190023	STATE ATTORNEY	2	11,050.67	0.00	11,050.67	09/28/26	65811	
BANK TOTALS			PAYMENTS: 58	VOIDS: 0	158.00	441,825.78	0.00	441,825.78			

APPROVED & ORDERED PAID

Batch: 0 Period: 09/28/26

Payment Number	Typ	HP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number	
REGISTER TOTALS			PAYMENTS: 58	VOIDS: 0	158.00	441,825.78	0.00	441,825.78			
PAYMENT TYPE TOTALS											
	CHK		PAYMENTS: 58	VOIDS: 0		441,825.78	0.00	441,825.78			

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1192-OKC)

Department:Human Resources
Category:Action Item
Prepared By: Laura Mejia
Presenter: Lisa Ridley

SUBJECT: PAY & CLASSIFICATION PLAN FISCAL YEAR 2026/2027

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
The FY 2026-2027 Budget includes funding to implement the recommended Pay and Classification Plan.

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve the Fiscal year 2026/2027 Pay & Classification Plan as presented in accordance with F.S. 125.74(h).

BACKGROUND:
In accordance with Florida Statute § 125.74(1)(h), the Fiscal Year 2026-2027 Pay and Classification Plan for all positions in County service is being recommended to the Board of County Commissioners for approval. Section 125.74(1)(h) authorizes the County Administrator to recommend a current position classification and pay plan for all positions in County service.

As part of the annual budget process and in alignment with the County's commitment to maintaining a competitive compensation structure, staff reviewed and updated the County's classification and pay plan. This update incorporates a 2.8% Cost-of-Living Adjustment (COLA), consistent with the Fiscal Year 2026-2027 budget adopted by the Board on September 24, 2026.

ATTACHMENT:
Okeechobee County Pay Classification 10.01.2026.pdf

Okeechobee County Board of County Commissioners
2026-2027 Pay & Classification - 10/01/2026

Grade	FLSA	Position	Minimum Wage Hourly	Minimum Wage Annual	Maximum Wage Hourly	Maximum Wage Annual
1	Non-Exempt	Custodian	$ 16.3908	$ 34,093	$ 24.5863	$ 51,139
	Non-Exempt	Driver				
	Non-Exempt	Lifeguard I				
	Non-Exempt	Meal Site Coordinator				
2	Non-Exempt	Assistant Center Manager - Summer Camp	$ 16.9154	$ 35,184	$ 25.3730	$ 52,776
	Non-Exempt	Data Entry Clerk/Computer Specialist				
	Non-Exempt	Swim Instructor				
	Non-Exempt	Swim Team Coach				
3	Non-Exempt	Center Manager - Summer Camp	$ 17.4608	$ 36,319	$ 26.1913	$ 54,478
	Non-Exempt	Event Operations Technician				
	Non-Exempt	Horticulture Program Assistant				
	Non-Exempt	Library Specialist I				
	Non-Exempt	Lifeguard II				
	Non-Exempt	Office Assistant				
4	Non-Exempt	4-H Program Assistant	$ 18.0282	$ 37,499	$ 27.0423	$ 56,248
	Non-Exempt	Activities Coordinator/Fiscal Data Specialist				
5	Non-Exempt	Lead Custodian	$ 18.6181	$ 38,726	$ 27.9272	$ 58,089
6	Non-Exempt	Building Maintenance Technician	$ 19.2317	$ 40,002	$ 28.8476	$ 60,003
	Non-Exempt	Library Specialist II				
	Non-Exempt	Park Maintenance Technician				
	Non-Exempt	Road Maintenance Technician				
7	Non-Exempt	Administrative Secretary	$ 19.8699	$ 41,329	$ 29.8048	$ 61,994
	Non-Exempt	Case Aide				
	Non-Exempt	Herbicide Sprayer				
	Non-Exempt	Sign Technician				
8	Non-Exempt	Line Service Technician	$ 20.5336	$ 42,710	$ 30.8004	$ 64,065
	Non-Exempt	Mechanic				
	Non-Exempt	Planning Technician				
9	Non-Exempt	Administrative Assistant	$ 21.2237	$ 44,145	$ 31.8356	$ 66,218
	Non-Exempt	Road Maintenance Driver				
10	Non-Exempt	Human Resources Specialist	$ 21.9415	$ 45,638	$ 32.9123	$ 68,458
	Non-Exempt	Insurance Specialist/Administrative Secretary				
	Non-Exempt	Lead Line Service Technician				
	Non-Exempt	Mechanic/Shop Foreman				
	Non-Exempt	Recreation Program Specialist				
11	Non-Exempt	Community Development Coordinator	$ 22.6881	$ 47,191	$ 34.0321	$ 70,787
	Non-Exempt	Case Manager - Senior Services				
	Non-Exempt	Code Enforcement Officer I				
12	Non-Exempt	Building Maintenance Supervisor	$ 23.4645	$ 48,806	$ 35.1967	$ 73,209
	Non-Exempt	Code Enforcement Officer II				
	Non-Exempt	Grounds Maintenance Supervisor				
	Non-Exempt	Heavy Equipment Operator				
	Non-Exempt	Sports Complex Supervisor				
	Non-Exempt	Stormwater Coordinator				
13	Non-Exempt	Code Enforcement Officer III	$ 24.2720	$ 50,486	$ 36.4080	$ 75,729
	Non-Exempt	Project Coordinator - Cemetery & Parks				
	Non-Exempt	Project Coordinator - Facilities Maintenance				
	Non-Exempt	Tourist Development Coordinator				
14	Non-Exempt	Agri-Civic Center Assistant Manager	$ 25.1118	$ 52,232	$ 37.6676	$ 78,349
	Non-Exempt	E-911 Coordinator				
	Non-Exempt	Library Coordinator				
	Exempt	Veterans Services Officer				
15	Non-Exempt	Budget & Procurement Assistant	$ 25.9851	$ 54,049	$ 38.9776	$ 81,073
	Non-Exempt	Communications Specialist/PIO				
	Non-Exempt	Foreman - Road & Bridge				
	Non-Exempt	Project Coordinator - Capital Improvement				
	Non-Exempt	Senior Human Resources Specialist				
16	Non-Exempt	Electrician	$ 26.8933	$ 55,938	$ 40.3400	$ 83,907
	Non-Exempt	Grants Specialist				
	Non-Exempt	HVAC Refrigeration Maintenance Technician				
	Exempt	Planner				
	Non-Exempt	Senior Project Coordinator - Capital Improvement				
	Exempt	Senior Services Assistant Program Manager				
17	Exempt	Assistant to County Administrator	$ 27.8379	$ 57,903	$ 41.7568	$ 86,854
	Non-Exempt	Emergency Management Planner				
	Non-Exempt	Impact Fee Coordinator				
18		No Current Positions	$ 28.8203	$ 59,946	$ 43.2305	$ 89,919
19	Exempt	Airport Manager	$ 29.8420	$ 62,071	$ 44.7631	$ 93,107
	Non-Exempt	Fleet Manager				
20	Exempt	Budget Manager	$ 30.9046	$ 64,282	$ 46.3569	$ 96,422
	Exempt	Grants Manager				
	Exempt	Senior Services Program Manager				
21	Exempt	Assistant Road Maintenance Division Director	$ 32.0097	$ 66,580	$ 48.0145	$ 99,870
	Exempt	Code Enforcement Supervisor				

22	Exempt	Assistant Community Services and Parks Director	$	34.3081	$	71,361	$	51.4622	$	107,041
	Exempt	Assistant Facilities Director								
	Exempt	Deputy Fire Marshal								
	Exempt	Solid Waste Manager/Contracts Coordinator								
23	Exempt	Library Director	$	36.7906	$	76,524	$	55.1858	$	114,787
24	Exempt	Emergency Management Director	$	39.4714	$	82,101	$	59.2072	$	123,151
	Exempt	Strategic Planning and Grants Director								
25		No Current Positions	$	42.3669	$	88,123	$	63.5504	$	132,185
26	Exempt	Bureau Chief - Community Risk Reduction	$	45.4940	$	94,627	$	68.2410	$	141,941
	Exempt	Bureau Chief - Training								
27	Exempt	Airport and Commerce Park Director	$	48.8713	$	101,652	$	73.3069	$	152,478
	Exempt	Community Development/Planning Director								
	Exempt	Community Services & Parks Director								
	Exempt	Deputy Public Safety Director/Deputy Fire Chief								
	Exempt	Infrastructure and Facilities Director								
28	Exempt	Administrative Services Director	$	52.5187	$	109,239	$	78.7779	$	163,858
	Exempt	Public Works Director								
29	Exempt	Public Safety Director/Fire Chief	$	56.4580	$	117,433	$	84.6869	$	176,149
30	Exempt	Deputy County Administrator	$	60.7123	$	126,282	$	91.0684	$	189,422
	Exempt	County Administrator				contract				

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1284-OKC)

Department:Budget
Category:Action Item
Prepared By: John Gorsuch
Presenter: Lisa Ridley

SUBJECT: ADOPT RESOLUTION 2026-70 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM FEDERAL GRANT AND BUDGET AMENDMENT (BA27-01)

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
General Fund (001) Increase of $11,374.00

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners authorize the Chairman to adopt Resolution 2026-70 amending the Fiscal Year 2026/2027 Budget to appropriate $11,374.00 in unanticipated funding received from Federal Award-Bulletproof Vest funds, providing an effective date, and approve Budget Amendment BA27-01 in the amount of $11,374.00.

BACKGROUND:
The Okeechobee County Sheriff's Office received grant funding through the Patrick Leahy Bulletproof Vest Partnership (BVP) Program to purchase bulletproof vests. The grant revenue was not included in the Fiscal Year 2026/2027 adopted budget. This resolution and budget amendment will appropriate the grant funds for the purchase of bulletproof vests.

ATTACHMENT:
Resolution26-70.pdf
Patrick Leahy Approved 06.18.26 Receipt Drawdown $11,373.65.pdf
Patrick Leahy 06.18.26 Request $11,373.65.pdf

RESOLUTION NO. 2026-70

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY, FLORIDA, AMENDING THE 2026-2027 FISCAL BUDGET TO APPROPRIATE UNANTICIPATED REVENUES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Okeechobee County has received unanticipated revenue of $11,374.00 from the Patrick Leahy Bulletproof Vest Partnership Program;

WHEREAS, said Budget Amendment 27-01 will result in a net budget increase of $11,374.00; and

WHEREAS, said funds are designated for the purchase of bulletproof vests for the Okeechobee County Sheriff's Office; and

WHEREAS, revenues from a source unanticipated in the budget and received for a particular purpose may be appropriated and expended for that purpose by resolution of the board of County Commissioners pursuant to Section 129.06 (2)(d) Florida Statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, the governing body of the County of Okeechobee, as follows:

SECTION I

The 2026-2027 fiscal budget is hereby amended to appropriate unanticipated revenues as described herein, in the General Fund budget in the amount of $11,374.00.

SECTION II

This resolution will become effective immediately upon its adoption.

APPROVED and ADOPTED this 8th day of October, 2026.

_____
DAVID HAZELLIEF, Chairman
Board of County Commissioners
Okeechobee County

ATTEST:

_____
JERALD D. BRYANT, Clerk of the
Circuit Court and Comptroller
Okeechobee County

RECEIPT DRAWDOWN

Please see the following link for the vests that meet the latest NIJ standard and are eligible for BVP reimbursement.

Ballistic Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm
Stab Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm

REMINDER: BVP funds may be used for tactical-level armor. However, only one vest may be purchased per officer in a replacement cycle. If an agency purchases a tactical-level vest for an officer, it must be his or her primary vest. Jurisdictions cannot then use BVP funds to purchase a regular-duty vest for the same officer during the same replacement cycle.

Notice: Justice Assistance Grant (JAG) funds may not be used to pay for that portion of the bulletproof vest (50%) that is not covered by BVP funds. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

PAYMENT REQUEST SUMMARY

Request ID	281600
Total Cost	$9,532.71
Request Amount	$9,532.71
Status	Approved by BVP
Requested Date	06/18/2026
Processing Date	09/03/2026

RECEIPT DRAWDOWN

Please see the following link for the vests that meet the latest NIJ standard and are eligible for BVP reimbursement.

Ballistic Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm
Stab Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm

REMINDER: BVP funds may be used for tactical-level armor. However, only one vest may be purchased per officer in a replacement cycle. If an agency purchases a tactical-level vest for an officer, it must be his or her primary vest. Jurisdictions cannot then use BVP funds to purchase a regular-duty vest for the same officer during the same replacement cycle.

Notice: Justice Assistance Grant (JAG) funds may not be used to pay for that portion of the bulletproof vest (50%) that is not covered by BVP funds. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

PAYMENT REQUEST SUMMARY

Request ID	281607
Total Cost	$805.91
Request Amount	$805.91
Status	Approved by BVP
Requested Date	06/18/2026
Processing Date	09/03/2026

RECEIPT DRAWDOWN

Please see the following link for the vests that meet the latest NIJ standard and are eligible for BVP reimbursement.

Ballistic Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm
Stab Vests:	https://www.nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm

REMINDER: BVP funds may be used for tactical-level armor. However, only one vest may be purchased per officer in a replacement cycle. If an agency purchases a tactical-level vest for an officer, it must be his or her primary vest. Jurisdictions cannot then use BVP funds to purchase a regular-duty vest for the same officer during the same replacement cycle.

Notice: Justice Assistance Grant (JAG) funds may not be used to pay for that portion of the bulletproof vest (50%) that is not covered by BVP funds. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

PAYMENT REQUEST SUMMARY

Request ID	281608
Total Cost	$1,035.03
Request Amount	$1,035.03
Status	Approved by BVP
Requested Date	06/18/2026
Processing Date	09/03/2026

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red ❗'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application	✔Approved by BVP	View Details

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested	Current Status	Status Date	Funding Type	Action
	06/18/2026	$1,035.03	Sent for BVP Approval	06/18/2026	Regular Fund	View Details
	06/18/2026	$805.91	Sent for BVP Approval	06/18/2026	Regular Fund	View Details
	06/18/2026	$9,532.71	Sent for BVP Approval	06/18/2026	Regular Fund	View Details

AVAILABLE AWARDS

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1271-OKC)

Department:Code Enforcement
Category:Action Item
Prepared By: Beth Albert
Presenter: Beth Albert

SUBJECT: REQUEST FOR LIEN REDUCTION AND RELEASE OF LIEN - TOBIAH PAUL STEINMETZ / NEW OWNER - BE A MAN BUY LAND CE2210-0177

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
Recovery of $3,904.33 from reduction and collection of existing lien.

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by the property owners, Be A Man Buy Land; and (2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $119,400.00 to $3,904.33, provided the amount is paid by 5:00 pm on Monday, November 9, 2026, (if not paid in a timely manner, the fine would remain at the original amount of $119,400.00); and (3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $3,904.33.

BACKGROUND:
On April 18, 2023 an administrative fine was assessed against the property owner Tobiah Paul Steinmetz Respondent, in the amount of $100.00 per day beginning May 12, 2023 for code violations on the property (Case CE2210-0177). The Order was recorded in the public records of Okeechobee County, thus creating a lien upon property owned by the violator.

The property was brought into compliance on August 18, 2026 by the property owner. The amount of the fine that accrued during the total period of non-compliance (1194 days) was $119,400.00

A Request for Reduction of Accrued Fine was received from, Be A Man Buy Land, the owners of the property located at NE 13th Avenue, R1-15-37-35-0070-0000D-0230.

A public hearing was held before the Special Magistrate on September 15, 2026 pursuant to Sections 2-195(b) and 2-197 of the Okeechobee County Code of Ordinances. The Special Magistrate heard testimony under oath from Rene Griffith for Be A Man Buy Land, the property owner and Code Enforcement Officer Beth Albert related to the factors delineated in Section 2-197(c).

The Special Magistrate made Findings of Fact, Conclusion of Law and recommended a reduction of the

fine from $119,400.00 to $3,904.33 and its subsequent release upon timely payment.

As a result, it is recommended that the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by property owner Be A Man Buy Land; and

(2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $119,400.00 to $3,3904.33 provided the amount is paid by 5:00 pm on Monday, November 9, 2026 (if not paid in a timely manner, the fine would remain at the original amount of $119,400.00); and

(3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $3,3904.33.

Note that although the Special Magistrate may offer recommended reductions, the ultimate authority to determine the reduced fine amount, if any reduction is warranted, rests solely with the Board of County Commissioners.

As of submission of this agenda item, no exceptions were filed as to the Special Magistrate's Report and Recommendation, and none are expected.

If approved, the Final Administrative Order will be executed and recorded.

ATTACHMENT:
CE2210-0177 Recorded Lien and Affidavit of Compliance.pdf
CE2210-0177 Special Magistrate's Report and Recommendation as to Reduction Request.pdf
CE2210-0177 Final Administrative Order.pdf
CE2210-0177 Release of Lien.pdf

Okeechobee County, Florida
I hereby certify that the foregoing is a true copy of the record in my office.
Signed this 26 Day of May, 2023
By: Shelby Ritter
(Signature)
Shelby Ritter, Sec. Spec. Mag.
(Print Name and Title)

Official Records File#2023006271 Page(s):3
Jerald D Bryant
Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 5/26/2023 10:45 AM
Fees: RECORDING $0.00

OKEECHOBEE COUNTY, FLORIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT
CODE ENFORCEMENT DIVISION

Complaint # **CE2210-0177**

IN RE: The Matter of

Tobiah Paul Steinmetz

Respondent(s).

RECEIVED
APR 18 2023
CODE ENFORCEMENT

ORDER/LIEN

THIS CAUSE having come on to be heard before the Okeechobee County Code Enforcement Special Magistrate on **April 18, 2023,** after due notice to the Respondent(s), upon the Complaint above referenced, and the Magistrate having heard testimony under oath ✓ of the Code Enforcement Officer, ☐ of the Respondent, and ☐ of other witnesses, having reviewed the evidence submited; having heard and considered argument; and being otherwise fully advised in the premises, the Magistrate hereby makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

✓ 1. THAT the Respondent, whose mailing address is **14575 SW Sandy Oaks Loop, Indiantown, FL 34956** is the ✓ owner **or** ☐ person in possession of real property located in Okeechobee County, Florida and described as tax parcel number: **1-15-37-35-0070-0000D-0230** or more particularly described on the attached Exhibit "A". The address of the violation is: **NE 13th Avenue, Okeechobee, FL 34972.**

✓ 2. THAT the Complaint is supported by the evidence and the Respondent is found in violation of Section(s) **10.02.02F, 10.02.02O, 2.07.00A, 13.01.01** of the Code of Ordinances of Okeechobee County, Florida.

☐ 3. THAT the evidence of violation against the Respondent is insufficient and the Complaint is dismissed.

☐ 4. THAT Respondent has satisfactorily corrected the violation prior to this hearing.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

☐ 5. THAT the matter is tabled/continued until 9:00 a.m. on ____/____/____.

☐ 6. THAT because the Respondent has corrected the violation, the Complaint is dismissed. The Respondent is admonished that repeat appearances for the same violation may result in a fine regardless of compliance.

✓ 7. THAT Respondent shall:

✓ A. Pay an administrative fine in the assessed amount of $ **100.00**, beginning **05/12/2023**, and continuing each day thereafter until the property is in compliance. The burden shall rest upon the Respondent to request a re-inspection by a Code Enforcement Officer to determine whether the property has been brought into compliance.

☐ B. Take the following action by____/____/____ and appear before the Special Magistrate at 9:00 a.m. on____/____/____, or be subject to a fine in an amount not to exceed $250.00 per day thereafter until the action is taken. Action necessary:

_____

_____.

☐ C. Take the following action by____/____/____. This matter will be continued until 2:00 p.m. on ____/____/____, at which time compliance will be reviewed and Respondent may be subject to further action of the Special Magistrate. Action necessary: _____.

✓ 8. Other action/requirements: **Remove all cited violations**.

This Order maybe recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. After three (3) months from the filing of any such lien which remains unpaid, the County may foreclose on the lien, except on homestead property.

DONE AND ORDERED ON APRIL 18, 2023.

Okeechobee County Code Enforcement Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was ☐ furnished to Respondent by hand delivery at the hearing before the Code Enforcement Special Magistrate on **April 18, 2023** or ✓ furnished to **Tobiah Paul Steinmetz**, by certified mail, return receipt requested, on the **20th** day of **April** 2023.

Shelby Rios

✓ Secretary to the Code Enforcement Special Magistrate
☐ County Attorney
☐ Code Enforcement Officer

All fines must be paid by cash or cashiers' check within fourteen (14) days from the date of this Order or be subject to further Board action. Payment shall be made at the Department of Planning and Development, 1700 NW 9th Ave, Suite A. Okeechobee, Florida 34972.

In accordance with Fla. Stat. §162.11 (2005), an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the execution of the order to be appealed.

De acuerdo con la sección 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tal apelacion será archivada en el plázo de 30 dias de la firma de la orden que se apelará.

EXHIBIT "A"

LEGAL DESCRIPTION

For the property address of:

NE 13TH AVE.

OKEECHOBEE, FL 34972

Parcel: 1-15-37-35-0070-0000D-0230

EXHIBIT "A"

WRIGHT & BASS'S SUBDIVISION, LOT 23, BLOCK D, PLAT BOOK 1, PAGE 7, OKEECHOBEE COUNTY, FLORIDA.

TOGETHER WITH ALL THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING.

CODE ENFORCEMENT SPECIAL MAGISTRATE
COUNTY OF OKEECHOBEE, FLORIDA

CASE No. CE2210-0177

COUNTY OF OKEECHOBEE, FLORIDA
Petitioner,
V.
Tobiah Paul Steinmetz
New Owner, Be A Man Buy Land LLC
Respondent (s),

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

BEFORE ME, the undersigned authority, personally appeared **Armando Rodriguez** who, after being duly sworn, deposes and says:

1. That he is a duly authorized Code Enforcement Officer for the County of Okeechobee, Florida.

2. That on April 18, 2023 the Special Magistrate held a public hearing and issued its Order in the above-styled matter.

3. That an inspection was performed on August 18, 2026 which revealed the property was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **25th** day of **August, 2026**

Armando Rodriguez
Code Enforcement Officer

SWORN TO and subscribed before me this 25 day of August, **2026**

Notary Public
State of Florida

SHELBY RITTER
MY COMMISSION # HH 777285
EXPIRES: March 14, 2030

RECEIVED
SEP 16 2026
CODE ENFORCEMENT

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of

Case No: CE2210-0177

Tobiah Paul Steinmetz
New Owner, Be A Man Buy Land LLC
Respondent(s).
_____/

SPECIAL MAGISTRATE'S REPORT AND RECOMMENDATION AS TO REDUCTION REQUEST

THIS CAUSE was heard before the Okeechobee County Code Enforcement Special Magistrate on September 15, 2026, pursuant to Sections 2-195(b) and 2-197 of the Okeechobee County Code of Ordinances upon the Respondent's Request for Reduction of Accrued Fine in Case No. CE2210-0177.

At the September 15, 2026, hearing, the Special Magistrate heard testimony under oath of Code Enforcement Manager Beth Albert, whose testimony was found to be credible. Beth Albert stated that the County had no objection to Respondents' request for reduction. Representative, Rene Griffith for Be A Man Buy Land LLC was present via zoom and provided testimony. Be A Man Buy Land LLC is the current owner of the Subject Property. The Special Magistrate reviewed the evidence submitted, heard, and considered testimony, considered the factors delineated in Section 2-197(c), as later amended on November 12, 2021, for fine reduction requests, and was otherwise fully advised in the premises.

Based upon the testimony and evidence presented in the hearing, the Special Magistrate makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Respondent, whose mailing address is 4260 SE Federal Highway, Stuart, FL 34997 is the owner of real property located at NE 13th Avenue, Okeechobee, Florida 34972 and bearing tax parcel number: 1-15-37-35-0070-0000D-0230 (hereinafter the "Subject Property").

2. A daily fine of $100.00 was assessed against the prior owners, which constituted a lien against the Subject Property, beginning on May 12, 2023.

3. The date of compliance in this matter was August 18, 2026, when an inspection showed that corrective action had been taken and the Subject Property was fully in compliance with no pending violations.

4. Subject Property was out of compliance for 1194 days, resulting in an accrued fine and lien in the total amount of $119,400.00.

5. The nature of the violations were as follows: Okeechobee County Code Section(s): 10.02.02F, 10.02.02O, 2.07.00A and 13.01.01.

6. The Subject Property was brought into compliance by Respondent.

7. Section 2-197(c) identifies four factors for consideration in response to a request for reduction of a fine and lien. Those factors include 1) the gravity of the violation; 2) any actions taken by the violator to correct the violation; 3) any previous violations committed by the violator; and 4) the total amount of administrative and out-of-pocket costs incurred by Okeechobee County for investigating, prosecuting, and abating the violation, including but not limited to: 1) staff time for investigation, notices, research, and communications related to the violation; 2) Staff time for preparation of the violation for hearing before the special magistrate; 3) staff time for presentation of the violation at hearing before the special magistrate; 4) staff time for lien foreclosure or other litigation related to the violation, and 5) all other costs for legal proceedings related to the violation, including but not limited to hearing, mail, recording, abatement, and attorney fees. **Recommendations by the special magistrate on requests for reduction of fines and liens shall not be for an amount less than the total amount of administrative and out-of-pocket costs incurred by the County related to that certain code enforcement matter**.

8. Gravity of the Violation. There was no threat to the health, safety, and welfare of the public due to the former code violations on the Subject Property. All violations on the Subject Property have been corrected.

9. Actions taken to Correct the Violation. The Respondent brought the Subject Property into compliance.

10. Previous Violations by the Violator. Respondent does not have prior code violations.

11. Administrative and Out-of-Pocket Costs incurred by the County. The administrative and out-of-pocket costs incurred by the County related to this code enforcement matter are $3,904.33.

12. Respondent have shown grounds for reduction of the accrued fine on the Subject Property. The accrued fine of $119,400.00 is not a reasonable fine amount to be paid under the circumstances and should be reduced, in exchange for the release of Respondent's personal liability. The lien for the accrued fine shall be reduced to the amount of $3,904.33 against the Subject Property and all other parcels owned by Respondent.

IT IS THEREFORE THE RECOMMENDATION OF THE SPECIAL MAGISTRATE AS FOLLOWS:

13. Respondents' request for reduction of accrued fines is **GRANTED**. The accrued fine of **$119,400.00** shall be reduced to **$3,904.33.**

14. It is expected that this matter will be presented to the Okeechobee County Board of County Commissioners at its regular meeting on Thursday, October 8, 2026; however, the Respondent is advised to monitor the agenda for the Board of County Commissioners to confirm the date.

RECOMMENDED this **15th** day of September 2026.

JUDGE JOHN VAN LANINGHAM,
Okeechobee County Code Enforcement
Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to Respondent, Be A Man Buy Land LLC at 4260 SE Federal Highway, Stuart, FL 34997, by US Mail, on this **17th** day of **September 2026.**

Shelby Ritter
Secretary to the Code Enforcement Special Magistrate

In accordance with Fla. Stat. §162.11, an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the rendition of the order to be appealed.

De acuerdo con la seccion 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tai apelacion sera archivada en el plazo de 30 dias de la firma de la orden que se apelara.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of Case No: CE2210-0177

Tobiah Paul Steinmetz
New Owner, Be A Man Buy Land LLC
Respondent(s).
_____/

FINAL ADMINISTRATIVE ORDER

THIS CAUSE was heard on the ____ day of October 2026, upon the Special Magistrate's Report and Recommendation as to Reduction or Release Request, dated the 15th day of September 2026 and entered by Code Enforcement Special Magistrate John Van Laningham. Respondent, Be A Man Buy Land LLC requested a reduction of a fine on property located at NE 13th Avenue, Okeechobee, Florida 34972 ("Subject Property"). The Order/Lien was recorded on May 26, 2023, bearing instrument number 2023006271, in the Public Records of Okeechobee County, Florida ("the Lien"). The Special Magistrate recommended a reduction of the fine from $119,400.00 to $3,904.33 and a release of the Lien provided payment was received, after which Respondent would (a) be released from any and all personal liability for the accrued fine of $119,400.00, on all parcels which they currently own, including but not limited to the Subject Property; and (b) that the Subject Property identified in the Report and Recommendation, be released from the Lien. The Board considered the Special Magistrate's Report and Recommendation and was otherwise fully advised in the premises. The Board finds that no exceptions were filed. The Board finds no reason to depart from the Report and Recommendation of the Special Magistrate, who considered the factors set forth in Ordinance 2006-04 as well as any other factors set forth in the Special Magistrate's Report and Recommendation. The Board thereby:

ORDERS AND ADJUDGES as follows:

1. THAT the Special Magistrate's Report and Recommendation, dated September 15, 2026, is hereby ratified and approved.

2. THAT upon payment of $3,904.33, provided it is paid by 5:00 pm on Monday, November 9, 2026:

    a) Respondent(s) shall be released from any and all personal liability for the accrued fine of $119,400.00, on all parcels which they currently own; and

    b) The Subject Property, bearing Tax Parcel 1-15-37-35-0070-0000D-0230, land located at NE 13th Avenue, Okeechobee, Florida 34972 shall be released from the Lien.

DONE AND ORDERED this _____ day of _____, 2026.

_____
DAVID HAZELLIEF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

ATTEST:

_____
JERALD D. BRYANT, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

Copy furnished to:

Be A Man Buy Land LLC at 4260 SE Federal Highway, Stuart, FL 34997.

In accordance with Fla. Stat. §162.11 (2005), an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the execution of the order to be appealed.

De acuerdo con la seccion 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tai apelacion sera archivada en el plazo de 30 dias de la firma de la orden que se apelara.

Prepared by: Secretary to the
Special Magistrate
1700 NW 9th Avenue,
Suite A
Okeechobee, FL
34972

Return to: Clerk to the BOCC
304 NW 2nd Street
Room 222
Okeechobee, Florida 34972

OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of

Case No. CE2210-0177

Tobiah Paul Steinmetz
New Owner, Be A Man Buy Land
LLC
Respondent(s).
_____/

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

THAT **OKEECHOBEE COUNTY, FLORIDA** , a political subdivision of the State of Florida, the owner and holder of that certain Order/Lien of the Okeechobee County Code Enforcement Special Magistrate, dated April 18, 2023, recorded on May 26, 2023, in Official Records File Number 2023006271, Public Records of Okeechobee County, Florida; said lien against the above-named Respondent, all real property owned by said Respondent at the time of the recording of the Lien including the real property described in said Lien, hereby consents that the same shall be released of record.

WITNESS my hand and seal this ____ day of _____,2026.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

By:_____
DAVID HAZELLIEF, Chairman

ATTEST:

_____
JERALD D. BRYANT, Clerk of the
Circuit Court and Comptroller
Okeechobee County, Florida

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1272-OKC)

Department:Code Enforcement
Category:Action Item
Prepared By: Beth Albert
Presenter: Beth Albert

SUBJECT: REQUEST FOR LIEN REDUCTION AND RELEASE OF LIEN - JON CANAL / NEW OWNER - DEJEAU LLC CE2011-0118

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
Recovery of $5,379.96 from reduction and collection of existing lien.

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by the property owners, Be A Man Buy Land; and (2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $133,600.00 to $5,379.96, provided the amount is paid by 5:00 pm on Monday, November 9, 2026, (if not paid in a timely manner, the fine would remain at the original amount of $133,600.00; and (3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $5,379.96.

BACKGROUND:
On October 18, 2022 an administrative fine was assessed against the property owner Joe Canal, Respondent, in the amount of $100.00 per day beginning December 16, 2022 for code violations on the property (Case CE2011-0118). The Order was recorded in the public records of Okeechobee County, thus creating a lien upon property owned by the violator.

The property was brought into compliance on August 13, 2026 by the property owner. The amount of the fine that accrued during the total period of non-compliance (1336 days) was $133,600.00.

A Request for Reduction of Accrued Fine was received from, Dejeau LLC, the owners of the property located at 19984 NW 272nd Street..

A public hearing was held before the Special Magistrate on September 15, 2026 pursuant to Sections 2-195(b) and 2-197 of the Okeechobee County Code of Ordinances. The Special Magistrate heard testimony under oath from Jason Noel for Dejeau LLC, the property owner and Code Enforcement Officer Beth Albert related to the factors delineated in Section 2-197(c).

The Special Magistrate made Findings of Fact, Conclusion of Law and recommended a reduction of the

fine from $133,600.00 to $5,379.96 and its subsequent release upon timely payment.

As a result, it is recommended that the Board of County Commissioners consider approval of the following:

(1) Adopt the Code Enforcement Special Magistrate's Report and Recommendation as to the Reduction Request filed by property owner Dejeau LLC
.
(2) Direct the Chairman to execute the attached Final Administrative Order, which reduces the lien from $133,600.00 to $5,379.96 provided the amount is paid by 5:00 pm on Monday, November 9, 2026 (if not paid in a timely manner, the fine would remain at the original amount of $133,600.00); and

(3) Direct the Chairman to execute a Release of Lien upon the timely payment of the reduced amount of $5,379.96.

Note that although the Special Magistrate may offer recommended reductions, the ultimate authority to determine the reduced fine amount, if any reduction is warranted, rests solely with the Board of County Commissioners.

As of submission of this agenda item, no exceptions were filed as to the Special Magistrate's Report and Recommendation, and none are expected.

If approved, the Final Administrative Order will be executed and recorded.

ATTACHMENT:
CE2011-0118 Recorded Lien and Affidavit of Compliance.pdf
CE2011-0118 Special Magistrate Report and Recommendation as to Reduction Request.pdf
CE2011-0118 Final Administrative Order.pdf
CE2011-0118 Release of Lien.pdf

CODE ENFORCEMENT SPECIAL MAGISTRATE
COUNTY OF OKEECHOBEE, FLORIDA

CASE No. CE2011-0118

COUNTY OF OKEECHOBEE, FLORIDA
Petitioner,
V.
Jon Canal
Respondent (s),

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

BEFORE ME, the undersigned authority, personally appeared **Roy Griffin** who, after being duly sworn, deposes and says:

1. That he is a duly authorized Code Enforcement Officer for the County of Okeechobee, Florida.

2. That on October 18, 2022 the Special Magistrate held a public hearing and issued its Order in the above-styled matter.

3. That an inspection was performed on August 13, 2026 which revealed the property was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **25th** day of **August, 2026**

Roy Griffin
Code Enforcement Officer

SWORN TO and subscribed
before me this 25 day of August **, 2026**

Notary Public
State of Florida

SHELBY RITTER
MY COMMISSION # HH 777285
EXPIRES: March 14, 2030

Okeechobee County, Florida
I hereby certify that the foregoing is a true copy of the record in my office.
Signed this 3 Day of January, 2023
By: Shelby Ritter
(Signature)
Shelby Ritter, Sec. Special Magistrate
(Print Name and Title)

Official Records File#2023000051 Page(s):3
Jerald D Bryant
Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 1/4/2023 10:11 AM
Fees: RECORDING $0.00

OKEECHOBEE COUNTY, FLORIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT
CODE ENFORCEMENT DIVISION

Complaint # **CE2011-0118**

IN RE: The Matter of

Jon Canal

Respondent(s).

ORDER/LIEN

THIS CAUSE having come on to be heard before the Okeechobee County Code Enforcement Special Magistrate on **October 18, 2022,** after due notice to the Respondent(s), upon the Complaint above referenced, and the Magistrate having heard testimony under oath ✓ of the Code Enforcement Officer, ☐ of the Respondent, and ☐ of other witnesses; having reviewed the evidence submited; having heard and considered argument; and being otherwise fully advised in the premises, the Magistrate hereby makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

✓ 1. THAT the Respondent, whose mailing address is **19984 NW 272nd Street, Okeechobee, FL 34972** is the ✓ owner **or** ☐ person in possession of real property located in Okeechobee County, Florida and described as tax parcel number: **1-28-34-33-0A00-00004-D000** or more particularly described on the attached Exhibit "A". The address of the violation is: **19984 NW 272nd Street, Okeechobee, FL 34972.**

✓ 2. THAT the Complaint is supported by the evidence and the Respondent is found in violation of Section(s) **10.02.02(D), 10.02.02(F), 7.09.01(B)** of the Code of Ordinances of Okeechobee County, Florida.

☐ 3. THAT the evidence of violation against the Respondent is insufficient and the Complaint is dismissed.

☐ 4. THAT Respondent has satisfactorily corrected the violation prior to this hearing.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

☐ 5. THAT the matter is tabled/continued until 9:00 a.m. on ____/____/____.

☐ 6. THAT because the Respondent has corrected the violation, the Complaint is dismissed. The Respondent is admonished that repeat appearances for the same violation may result in a fine regardless of compliance.

✓ 7. THAT Respondent shall:

✓ A. Pay an administrative fine in the assessed amount of $ **100.00**, beginning **12/16/2022**, and continuing each day thereafter until the property is in compliance. The burden shall rest upon the Respondent to request a re-inspection by a Code Enforcement Officer to determine whether the property has been brought into compliance.

☐ B. Take the following action by____/____/____ and appear before the Special Magistrate at 9:00 a.m. on____/____/____, or be subject to a fine in an amount not to exceed $250.00 per day thereafter until the action is taken. Action necessary:

_____

_____.

☐ C. Take the following action by____/____/____. This matter will be continued until 2:00 p.m. on ____/____/____, at which time compliance will be reviewed and Respondent may be subject to further action of the Special Magistrate. Action necessary: _____.

☐ 8. Other action/requirements: _____.

This Order maybe recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. After three (3) months from the filing of any such lien which remains unpaid, the County may foreclose on the lien, except on homestead property.

DONE AND ORDERED ON OCTOBER 18, 2022.

_____
Okeechobee County Code Enforcement Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was ☐ furnished to Respondent by hand delivery at the hearing before the Code Enforcement Special Magistrate on **October 18, 2022 or** ✓ furnished to **Jon Canal**, by certified mail, return receipt requested, on the **20th** day of **October 2022.**

Shelby Rum
_____
✓ Secretary to the Code Enforcement Special Magistrate
☐ County Attorney
☐ Code Enforcement Officer

All fines must be paid by cash or cashiers' check within fourteen (14) days from the date of this Order or be subject to further Board action. Payment shall be made at the Department of Planning and Development, 1700 NW 9th Ave, Suite A. Okeechobee, Florida 34972.

In accordance with Fla. Stat. §162.11 (2005), an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the execution of the order to be appealed.

De acuerdo con la sección 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tal apelacion será archivada en el plazo de 30 dias de la firma de la orden que se apelará.

Exhibit "A"

LEGAL DESCRIPTION

For the property address of:

19984 NW 272ND ST.

OKEECHOBEE, FL 34972

Parcel: 1-28-34-33-0A00-00004-D000

Exhibit "A"

LOT D OF TRACT 4 WEST ½ OF THE WEST ½ OF THE NORTH ½ OF THE NORTH ½ OF TRACT 4, SECTION 28 AS TO THE SOUTHERN COLONIZATION COMPANY PLAT OF TOWNSHIP 34 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 3-3E, INCLUSIVE, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of Case No: CE2011-0118

Jon Canal
New Owner, Dejeau LLC
Registered Agent, Jason Noel
Respondent(s).
_____/

SPECIAL MAGISTRATE'S REPORT AND RECOMMENDATION AS TO REDUCTION REQUEST

THIS CAUSE was heard before the Okeechobee County Code Enforcement Special Magistrate on September 15, 2026, pursuant to Sections 2-195(b) and 2-197 of the Okeechobee County Code of Ordinances upon the Respondent's Request for Reduction of Accrued Fine in Case No. CE2011-0118.

At the September 15, 2026, hearing, the Special Magistrate heard testimony under oath of Code Enforcement Manager Beth Albert, whose testimony was found to be credible. Beth Albert stated that the County had no objection to Respondents' request for reduction. Dejeau LLC; Registered Agent, Jason Noel was present via zoom and provided testimony. Dejeau LLC is the current owner of the Subject Property. The Special Magistrate reviewed the evidence submitted, heard, and considered testimony, considered the factors delineated in Section 2-197(c), as later amended on November 12, 2021, for fine reduction requests, and was otherwise fully advised in the premises.

Based upon the testimony and evidence presented in the hearing, the Special Magistrate makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Respondent, whose mailing address is 409 NW 15th Way, Ft Lauderdale, FL 33311 is the owner of real property located at 19984 NW 272nd Street, Okeechobee, Florida 34972 and bearing tax parcel number: 1-28-34-33-0A00-00004-D000 (hereinafter the "Subject Property").

2. A daily fine of $100.00 was assessed against the prior owners, which constituted a lien against the Subject Property, beginning on December 16, 2022.

3. The date of compliance in this matter was August 13, 2026, when an inspection showed that corrective action had been taken and the Subject Property was fully in compliance with no pending violations.

4. Subject Property was out of compliance for 1336 days, resulting in an accrued fine and lien in the total amount of $133,600.00.

5. The nature of the violations were as follows: Okeechobee County Code Section(s): 10.02.02D, 10.02.02F and 7.09.01B.

6. The Subject Property was brought into compliance by Respondent.

7. Section 2-197(c) identifies four factors for consideration in response to a request for reduction of a fine and lien. Those factors include 1) the gravity of the violation; 2) any actions taken by the violator to correct the violation; 3) any previous violations committed by the violator; and 4) the total amount of administrative and out-of-pocket costs incurred by Okeechobee County for investigating, prosecuting, and abating the violation, including but not limited to: 1) staff time for investigation, notices, research, and communications related to the violation; 2) Staff time for preparation of the violation for hearing before the special magistrate; 3) staff time for presentation of the violation at hearing before the special magistrate; 4) staff time for lien foreclosure or other litigation related to the violation, and 5) all other costs for legal proceedings related to the violation, including but not limited to hearing, mail, recording, abatement, and attorney fees. **Recommendations by the special magistrate on requests for reduction of fines and liens shall not be for an amount less than the total amount of administrative and out-of-pocket costs incurred by the County related to that certain code enforcement matter**.

8. Gravity of the Violation. There was no threat to the health, safety, and welfare of the public due to the former code violations on the Subject Property. All violations on the Subject Property have been corrected.

9. Actions taken to Correct the Violation. The Respondent brought the Subject Property into compliance.

10. Previous Violations by the Violator. Respondent does not have prior code violations.

11. Administrative and Out-of-Pocket Costs incurred by the County. The administrative and out-of-pocket costs incurred by the County related to this code enforcement matter are $5,379.96.

12. Respondent have shown grounds for reduction of the accrued fine on the Subject Property. The accrued fine of $133,600.00 is not a reasonable fine amount to be paid under the circumstances and should be reduced, in exchange for the release of Respondent's personal liability. The lien for the accrued fine shall be reduced to the amount of $5,379.96 against the Subject Property and all other parcels owned by Respondent.

IT IS THEREFORE THE RECOMMENDATION OF THE SPECIAL MAGISTRATE AS FOLLOWS:

13. Respondents' request for reduction of accrued fines is **GRANTED**. The accrued fine of **$133,600.00** shall be reduced to **$5,379.96.**

14. It is expected that this matter will be presented to the Okeechobee County Board of County Commissioners at its regular meeting on Thursday, October 8, 2026; however, the Respondent is advised to monitor the agenda for the Board of County Commissioners to confirm the date.

RECOMMENDED this **15th** day of September 2026.

JUDGE JOHN VAN LANINGHAM,
Okeechobee County Code Enforcement
Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to Respondent, Dejeau LLC; Registered Agent, Jason Noel at 409 NW 15th Way, Ft Lauderdale, FL 33311, by US Mail, on this **17th** day of **September 2026.**

Shelby Ritter
Secretary to the Code Enforcement Special Magistrate

In accordance with Fla. Stat. §162.11, an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the rendition of the order to be appealed.

De acuerdo con la seccion 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tai apelacion sera archivada en el plazo de 30 dias de la firma de la orden que se apelara.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of Case No: CE2011-0118

Jon Canal
New Owner, Dejeau LLC
Registered Agent, Jason Noel
Respondent(s).
_____/

FINAL ADMINISTRATIVE ORDER

THIS CAUSE was heard on the ____ day of October 2026, upon the Special Magistrate's Report and Recommendation as to Reduction or Release Request, dated the 15th day of September 2026 and entered by Code Enforcement Special Magistrate John Van Laningham. Respondent, Dejeau LLC requested a reduction of a fine on property located at 19984 NW 272nd Street, Okeechobee, Florida 34972 ("Subject Property"). The Order/Lien was recorded on January 4, 2023, bearing instrument number 2023000051, in the Public Records of Okeechobee County, Florida ("the Lien"). The Special Magistrate recommended a reduction of the fine from $133,600.00 to $5,379.96 and a release of the Lien provided payment was received, after which Respondent would (a) be released from any and all personal liability for the accrued fine of $133,600.00, on all parcels which they currently own, including but not limited to the Subject Property; and (b) that the Subject Property identified in the Report and Recommendation, be released from the Lien. The Board considered the Special Magistrate's Report and Recommendation and was otherwise fully advised in the premises. The Board finds that no exceptions were filed. The Board finds no reason to depart from the Report and Recommendation of the Special Magistrate, who considered the factors set forth in Ordinance 2006-04 as well as any other factors set forth in the Special Magistrate's Report and Recommendation. The Board thereby:

ORDERS AND ADJUDGES as follows:

1. THAT the Special Magistrate's Report and Recommendation, dated September 15, 2026, is hereby ratified and approved.

2. THAT upon payment of $5,379.96, provided it is paid by 5:00 pm on Monday, November 9, 2026:

    a) Respondent(s) shall be released from any and all personal liability for the accrued fine of $133,600.00, on all parcels which they currently own; and

    b) The Subject Property, bearing Tax Parcel 1-28-34-33-0A00-00004-D000, land located at 19984 NW 272nd Street, Okeechobee, Florida 34972 shall be released from the Lien.

DONE AND ORDERED this _____ day of _____, 2026.

_____
DAVID HAZELLIEF, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

ATTEST:

_____
JERALD D. BRYANT, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

Copy furnished to:

Dejeau LLC; Registered Agent, Jason Noel at 409 NW 15th Way, Ft Lauderdale, FL 33311.

In accordance with Fla. Stat. §162.11 (2005), an aggrieved party may appeal a final administrative order to the circuit court. Such an appeal shall be filed within 30 days of the execution of the order to be appealed.

De acuerdo con la seccion 162.11 de los estatutos de la Florida, un partido que no esta en acuerdo puede apelar una orden administrativa final a la tribunal de circuito. Tai apelacion sera archivada en el plazo de 30 dias de la firma de la orden que se apelara.

Prepared by: Secretary to the
Special Magistrate
1700 NW 9th Avenue,
Suite A
Okeechobee, FL
34972

Return to: Clerk to the BOCC
304 NW 2nd Street
Room 222
Okeechobee, Florida 34972

OKEECHOBEE COUNTY, FLORIDA

IN RE: The matter of

Case No. CE2011-0118

Jon Canal
New Owner, Dejeau LLC
Registered Agent, Jason Noel
Respondent(s).
_____/

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

THAT **OKEECHOBEE COUNTY, FLORIDA** , a political subdivision of the State of Florida, the owner and holder of that certain Order/Lien of the Okeechobee County Code Enforcement Special Magistrate, dated October 18, 2022, recorded on January 4, 2023, in Official Records File Number 2023000051, Public Records of Okeechobee County, Florida; said lien against the above-named Respondent, all real property owned by said Respondent at the time of the recording of the Lien including the real property described in said Lien, hereby consents that the same shall be released of record.

WITNESS my hand and seal this ____ day of _____,2026.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

By:_____
DAVID HAZELLIEF, Chairman

ATTEST:

_____
JERALD D. BRYANT, Clerk of the
Circuit Court and Comptroller
Okeechobee County, Florida

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1282-OKC)

Department:Administration
Category:Presentation
Prepared By: Tracy Rowland
Presenter: Karen Kozac

SUBJECT: PRESENTATION - DOWNTOWN OKEECHOBEE PEDESTIAN WAYFINDING AND BUSINESS DISCOVERY PROJECT - MRS. KAREN KOZAC ON BEHALF OF THE CHAMBER OF COMMERCE 2026 LEADERSHIP CLASS

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners receive a presentation from Mrs. Karen Kozac on behalf of the Chamber of Commerce 2026 Leadership Class presenting the Downtown Okeechobee Pedestrian Wayfinding and Business Discovery Project.

BACKGROUND:
Mrs. Karen Kozac on behalf of the Chamber of Commerce 2026 Leadership Class has requested to present this item to the Board, presenting the Downtown Okeechobee Pedestrian Wayfinding and Business Discovery Project.

This project will be conducted within the city's jurisdiction, and no requested formal action is requested by the Board of County Commissioners. The project proposal is attached for the Board's reference.

Mrs. Kozac appreciates the opportunity to be included on the agenda to share this important project with the Board in a public forum.

ATTACHMENT:
Downtown Business Discovery Leadership Project Proposal - updated 9.21.26.pdf

Downtown Okeechobee

Pedestrian Wayfinding & Business Discovery Project



Helping visitors discover local businesses—one block at a time.

A practical, attractive downtown improvement designed to help visitors discover businesses that are easy to miss from Park Street.

1. PROJECT NEED & PURPOSE

During a Park Street business meeting, local businesses identified a common issue: visitors and residents walking downtown can easily overlook businesses located around the corner or on side streets. Businesses also change frequently, so a successful system needs to be attractive enough to improve the streetscape while remaining simple and inexpensive to update.

THE PROJECT

Create approximately 11 pedestrian-scale wayfinding signposts along and around Park Street, using interchangeable directional blades that can identify businesses, dining, shopping, civic destinations and other downtown attractions.

PROJECT GOALS

Improve discovery	Make businesses and destinations around the corner easier to find.
Increase pedestrian exploration	Give visitors a reason to continue walking and explore side streets.
Strengthen downtown identity	Create a coordinated visual element that feels intentional and local.
Keep the system flexible	Use replaceable panels so businesses can be added, removed or updated.
Keep it attainable	Use a simple, durable sign system that can realistically be funded by the Leadership project.
Create a sustainable asset	Okeechobee Main Street will maintain and update the system after installation.

Why This Project Matters

Christmas in Okeechobee demonstrated that Park Street already attracts significant visitor traffic. From November 13 through January 5, more than 102,000 visits were recorded along Park Street. However, only approximately 5,000 visits were recorded at the participating businesses during that same period.

This presents an opportunity to better connect visitors with the businesses located throughout downtown. Many businesses are located around corners, on side streets, or in areas that may not be immediately visible from the main pedestrian path.

The goal of this project is simple: turn existing foot traffic into business discovery.

Strategic pedestrian wayfinding can help visitors answer the question: “What else is down here?” By directing pedestrians toward local shops, restaurants, boutiques, and other businesses, the project can encourage exploration, increase foot traffic to individual businesses, and keep visitors in the downtown area longer.

The opportunity: We already have the visitors. The goal of this project is to help them discover more of what downtown has to offer.

2. DESIGN & FUNCTION

The preferred design direction is inspired by the decorative pedestrian signpost shown in the reference image: a classic dark post with decorative and interchangeable directional blades. The look can be adapted with Okeechobee branding and kept simple enough to control fabrication costs.

Pedestrian scale	Approximately 8–10 feet tall, sized for walkers rather than drivers.
Decorative post	Dark, durable metal-style post with a recognizable downtown character.
Interchangeable blades	Individual business/destination panels attach to the post and can be replaced.
Clear graphics	Large lettering, strong contrast and simple arrows/icons for quick reading.
Weather resistant	Materials and finishes selected for Florida sun, rain and humidity.

TWO VISUAL DIRECTIONS

OPTION 1 — CLASSIC Dark decorative post, green or dark directional blades, traditional Okeechobee character.	OPTION 2 — MODERN RUSTIC Same modular structure with a cleaner blade treatment and warmer materials/branding.

Important: The rendering is a concept image, not a vendor specification. Final dimensions, colors, attachment method and materials should be selected after vendor pricing and City review.

3. FUNDING PLAN & PRELIMINARY BUDGET

Because the Leadership Okeechobee class is responsible for raising its own project funding, the budget should be conservative and easy to explain to potential sponsors. The goal is to raise approximately $15,000 and to secure vendor pricing before committing to fabrication.

Sign posts / structures (11)	$6,000
Modular directional panels	$4,000
Design / graphics	$1,750
Installation / hardware	$2,000
Replacement-panel starter inventory	$500
Contingency	$750
TOTAL ESTIMATED PROJECT COST	15,000

The project will be funded through a collaborative community fundraising effort designed to keep the financial investment attainable while creating opportunities for local businesses and community partners to be involved. The primary fundraising strategy will include reaching out to businesses located along Park Street for sponsorship opportunities, as well as seeking support from additional local businesses, organizations, and community sponsors. If approved, the Leadership Class proposes to host the first ever State of the County Luncheon. The Luncheon would be an additional fundraiser and avenue to engage business and community leaders. Together, these efforts will help build community ownership of the project while generating the necessary funding to bring the wayfinding signage to life.

The sponsorship amounts above are examples for planning—not commitments or promised benefits. Final sponsor recognition should be approved before solicitation.

4. LOCATION & MAINTENANCE PLAN

The project should use a walking audit rather than simply spacing signs evenly. The 11 locations should be placed where a pedestrian naturally makes a decision or where a side-street business is otherwise easy to miss.

LOCATION CRITERIA

- ✓ Park Street and key side-street pedestrian approaches.
- ✓ Corners and decision points where visitors need direction.
- ✓ Locations that improve visibility for businesses not directly visible from Park Street.
- ✓ Safe placement that does not obstruct sidewalks, accessibility routes, utilities or sight lines.
- ✓ Confirm City/County ownership, right-of-way and any permitting requirements before fabrication.

11-SIGN FIELD WORKSHEET

	Location / intersection	Destinations / businesses	Approval notes
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.			

MAINTENANCE

Okeechobee Main Street will maintain the completed system, including routine cleaning, monitoring, minor repairs and management of a replacement-panel inventory. When a business opens, closes, relocates or changes its name, only the affected panel should need to be updated.

5. NEXT STEPS & BOARD REQUEST

1 Chamber Board Approval
Approve the project concept and authorize the class to proceed.

2 Approvals
Coordinate City/County review, right-of-way, utilities and installation requirements.

3 Walking audit
Finalize the 11 priority locations with Main Street and appropriate stakeholders.

4 Vendor quotes
Obtain at least two quotes using the same basic specifications.

5 Finalize design
Select the preferred sign style and confirm modular panel construction.

6 Fundraising
Present the project to businesses, sponsors and community supporters.

7 Fabrication & installation
Proceed only after funding and approvals are secured.

8 Maintenance
Transfer the completed system to Main Street for ongoing updates.

REQUEST FOR CITY COUNCIL APPROVAL

Approve the Downtown Okeechobee Pedestrian Wayfinding & Business Discovery Project as a Leadership Okeechobee community project and authorize the team to move forward with site planning, design development, vendor quotes and fundraising, with a target project ceiling of $15,000.

BOARD ACTION

■ Approve moving forward	Date: _____
■ Approve with revisions	Date: _____
■ Further discussion needed	Date: _____

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1254-OKC)

Department:Agri-Civic Center
Category:Action Item
Prepared By: Jacalyn Schooley
Presenter: Jacalyn Schooley

SUBJECT: CITIZEN REQUEST - JAMIE MELLETTE - FEE WAIVER REQUEST FOR LAKE OKEECHOBEE ASSOCIATION OF AIRBOATERS - AIRBOAT & BUGGY SHOW AT AGRI-CIVIC CENTER ON FEBRUARY 27, 2027

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
Total Requested Fee Waiver - $1,775.00

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners review and approve the request from Mr. Jamie Mellette to waive fees for the Airboat & Buggy Show at the Agri-Civic Center on Saturday, February 27, 2027.

BACKGROUND:
The Lake Okeechobee Association of Airboaters, Inc. is a local nonprofit organization dedicated to protecting Florida's natural resources and preserving the traditions of airboating, hunting, and fishing.

Mr. Jamie Mellette, on behalf of the Lake Okeechobee Association of Airboaters, is requesting a fee waiver in the amount of $1,775.00 to host the Annual Airboat & Buggy Show. The next event is scheduled for February 27, 2027, **from 10:00 AM to 7:00 PM.**

This event will bring members of the airboat community and spectators to the area, providing an opportunity to showcase Okeechobee's outdoor recreational assets while supporting local businesses and promoting responsible use and conservation.

Note: The Tourist Development Council approved the FY26/27 Host Funding Grant for this event in the amount of $4,000.

ATTACHMENT:
Jamie Mellette - LOAA - Fee Waiver Request.pdf
Sunbiz Non-Profit_Lake Okeechobee Association of Airboaters Inc.pdf
LOAA Invoice.pdf

OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS
304 NW 2nd Street, Okeechobee, Florida
Ph: 863-763-6441 Ext. 6
Email: towland@okeechobeecountyfl.gov

Meeting Location: Okeechobee County Historic Courthouse
304 NW 2nd Street, Room 270, Okeechobee, FL 34972

REQUEST TO BE ON BOCC AGENDA

BOARD POLICY: Any person, group or organization wishing to personally address the Okeechobee County Board of County Commissioners during in session shall file with the County Administration Office, **ten (10) days before the requested meeting date**, this completed form is required, as follows:

NAME: Jamie Mellette Telephone: 561.718.3000

ADDRESS: _____

NAME OF PERSON(S), GROUP OR ORGANIZATION REPRESENTING:
Lake Okeechobee Assoc of Airboaters

SUBJECT MATTER TO BE DISCUSSED:
Waiver fee for 5th Annual Airboat Buggy Show for AGSI civic center 3/27-29

HAS THE SUBJECT BEEN DISCUSSED AND/OR REVIEWED BY COUNTY DEPARTMENTS OR OFFICIALS? (✓) YES OR ( ) NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHO YOU HAVE ALREADY REVIEWED THE SUBJECT WITH:
Have discussed with Jaeelyn Schaefer

SPECIFIC QUESTION AND/OR ACTION DESIRED FROM THE BOARD OF COUNTY COMMISSIONERS: Request for waiver fee for the AGSI civic center for the 5th Annual Airboat + Buggy show for 3/27/27

REQUESTED MEETING DATE TO BE HEARD: October 1, or Oct. 22nd 2026

NOTE: Request is required to be submitted ten (10) days before the requested meeting date and Email this completed form to: trowland@okeechobeecountyfl.gov.

The person(s), group or organization making the request to be on agenda will be contacted by the County Administration Office, informing them of the date of the meeting and the place and time on the next available agenda assigned to them. If the next scheduled meeting agenda is full, your request could be placed on the following meeting date. In every instance, effort will be made to schedule your request at the earliest meeting date.

Date

Jamie Mellette
Signature of person making request

Rev. 2/28/25



Detail by Entity Name

Florida Not For Profit Corporation
LAKE OKEECHOBEE ASSOCIATION OF AIRBOATERS, INC

Filing Information

Document Number	N23000011871
FEI/EIN Number	93-3725848
Date Filed	10/02/2023
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/11/2024
Event Effective Date	NONE

Principal Address

2076 NW 46TH AVE
OKEECHOBEE, FL 34972

Mailing Address

2076 NW 46TH AVE
OKEECHOBEE, FL 34972

Registered Agent Name & Address

Mellette, Velva
2076 NW 46th Ave
Okeechobee, FL 34972

Name Changed: 03/12/2025

Address Changed: 03/12/2025

Officer/Director Detail

Name & Address

Title P

RHUDA, RICKY
P.O.BOX 30
OKEECHOBEE, FL 34973

Title S

Hamel, Kimberly
4648 US Highway 441
OKEECHOBEE, FL 34972

Title VP

Burch, Charley
7850 SE 57th Dr
Okeechobee, FL 34974

Title T

KINNEY, SARA LOU
15250 SW CONNERS HIGHWAY
OKEECHOBEE, FL 34974

Annual Reports

Report Year	Filed Date
2024	02/26/2024
2025	03/12/2025
2026	04/20/2026

04/20/2026 -- ANNUAL REPORT	View image in PDF format
03/12/2025 -- ANNUAL REPORT	View image in PDF format
07/11/2024 -- Amendment	View image in PDF format
02/26/2024 -- ANNUAL REPORT	View image in PDF format
10/05/2023 -- Amendment	View image in PDF format
10/02/2023 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

Invoice

Print Date: 9/29/2026 11:34 AM

Create Date: 9/28/2026 5:17 PM

Payer: **Jamie Mellette**
missing

Okeechobee, FL 34973

Invoice Date

9/28/2026

Okeechobee County Parks & Rec/Agri-Civic Center
304 NW 2nd Street

Okeechobee, FL 34972

Invoice Number

0010976

Invoice Status

OPEN

Due Date: **9/28/2026**

Balance Due: **$1,775.00**

Description	Registrant	Qty	Unit Price	Sec Dep	Amount Due	Amount Paid
Facility Rental Fee - Main Arena - Okeechobee Resident Rate		1	375.00	0.00	375.00	0.00
Facility Rental Fee - Fair Circle - Okeechobee Resident Rate		1	250.00	0.00	250.00	0.00
Personnel		20	25.00	0.00	500.00	0.00
Utilities		1	200.00	0.00	200.00	0.00
Waste Removal		1	450.00	0.00	450.00	0.00

Sub Total	1,775.00
Sales Tax	0.00
Total	**1,775.00**
Less Amount Paid	0.00
Balance Due	**$1,775.00**

Signature:_____ Date:_____/_____/_____ By signing this receipt you agree to the terms and conditions of this service. Note: a 2% fee will be charged by the credit card processing company in addition to the above charges You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as Okeechobee County . If you have any questions about the charges please call 1-888-891-6064.

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1255-OKC)

Department:Agri-Civic Center
Category:Action Item
Prepared By: Jacalyn Schooley
Presenter: Jacalyn Schooley

SUBJECT: CITIZEN REQUEST - CHRISTINE BISHOP - FEE WAIVER REQUEST FOR FLORIDA JUNIOR BRAHMAN ASSOCIATION - FJBA SPRING FLING AT THE AGRI-CIVIC CENTER APRIL 2-4, 2027

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
Total Requested Fee Waiver: $2,400.00

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners review and approve the request from Ms. Christine Bishop on behalf of the Florida Junior Brahman Association to waive fees for the FJBA Spring Fling at the Agri-Civic Center from April 2-4, 2027.

BACKGROUND:
The Florida Junior Brahman Association (FJBA) is a nonprofit organization dedicated to fostering leadership, responsibility, and agricultural excellence among Florida's youth. Sponsored by the Florida Brahman Association, the FJBA provides essential educational workshops, competitive point show series, and character-building opportunities centered around the American Brahman cattle breed.

Ms. Christine Bishop, on behalf of the Florida Junior Brahman Association, is requesting a facility rental fee waiver in the amount of $2,400.00 to host the FJBA Spring Fling.

The requested fee waiver applies to the facility rental fee only and does not include facility utilities, staff time, stall usage, shavings, or RV site fees. These additional charges will remain the responsibility of the event organizer.

The event is scheduled for April 2-4, 2027, exhibitor check-in and cattle arrival on Friday evening, followed by youth livestock competitions on Saturday and Sunday. Youth exhibitors will compete with their Brahman cattle in a variety of classes, while families, breeders, and supporters attend throughout the weekend.

Note: The Tourist Development Council approved the FY26/27 Host Funding Grant for this event in the amount of $3,000.

ATTACHMENT:
Christine Bishop - FJBA - Fee Waiver Request.pdf
FJBA Invoice.pdf
Florida Junior Brahman Association, Inc. Not-for-Profit Status.pdf

OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS
304 NW 2nd Street, Okeechobee, Florida
Ph: 863-763-6441 Ext. 6
Email: towland@okeechobeecountyfl.gov

Meeting Location: Okeechobee County Historic Courthouse
304 NW 2nd Street, Room 270, Okeechobee, FL 34972

REQUEST TO BE ON BOCC AGENDA

BOARD POLICY: Any person, group or organization wishing to personally address the Okeechobee County Board of County Commissioners during in session shall file with the County Administration Office, **ten (10) days before the requested meeting date**, this completed form is required, as follows:

NAME: Christine Bishop Telephone: 863-697-0330

ADDRESS: 710 S Parrott Ave. Okeechobee, FL 34974

NAME OF PERSON(S), GROUP OR ORGANIZATION REPRESENTING: Florida Junior Brahaman Association

SUBJECT MATTER TO BE DISCUSSED:
Waiver of facility fees

HAS THE SUBJECT BEEN DISCUSSED AND/OR REVIEWED BY COUNTY DEPARTMENTS OR OFFICIALS? (X) YES OR ( ) NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHO YOU HAVE ALREADY REVIEWED THE SUBJECT WITH:
Briefly discussed with Jacalyn Schooley, event is already booked from April 2-4, 2027

SPECIFIC QUESTION AND/OR ACTION DESIRED FROM THE BOARD OF COUNTY COMMISSIONERS: Requesting to please waive facility fees for a non-profit youth organization promoting agriculture and leadership.

REQUESTED MEETING DATE TO BE HEARD: October if available.

NOTE: Request is required to be submitted ten (10) days before the requested meeting date and Email this completed form to: trowland@okeechobeecountyfl.gov.

The person(s), group or organization making the request to be on agenda will be contacted by the County Administration Office, informing them of the date of the meeting and the place and time on the next available agenda assigned to them. If the next scheduled meeting agenda is full, your request could be placed on the following meeting date. In every instance, effort will be made to schedule your request at the earliest meeting date.

8/12/2026 Christine Bishop

Date Signature of person making request

Rev. 2/28/25
[0001-00017235.1ADMIN]

Invoice

Print Date: 9/29/2026 12:02 PM

Create Date: 9/29/2026 12:02 PM

Payer: **FL Jr. Brahman Association FJBA**
missing

missing, FL 34972

Invoice Date

9/29/2026

Okeechobee County Parks & Rec/Agri-Civic Center
304 NW 2nd Street

Okeechobee, FL 34972

Invoice Number

0010980

Invoice Status

OPEN

Due Date: **9/29/2026**

Balance Due: **$2,400.00**

Description	Registrant	Qty	Unit Price	Sec Dep	Amount Due	Amount Paid
Facility Rental Fee - Main Arena (50% Resident Rate)		3	375.00	0.00	1,125.00	0.00
Facility Rental Fee - Fair Circle (50% Resident Rate)		3	250.00	0.00	750.00	0.00
Facility Rental Fee - Fair Field (50% Resident Rate)		3	175.00	0.00	525.00	0.00

Sub Total	2,400.00
Sales Tax	0.00
Total	**2,400.00**
Less Amount Paid	0.00
Balance Due	**$2,400.00**

Signature:_____ Date:_____/_____/_____ By signing this receipt you agree to the terms and conditions of this service. Note: a 2% fee will be charged by the credit card processing company in addition to the above charges You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as Okeechobee County . If you have any questions about the charges please call 1-888-891-6064.



Detail by Entity Name

Florida Not For Profit Corporation
FLORIDA JUNIOR BRAHMAN ASSOCIATION INC.

Filing Information

Document Number	N14000008631
FEI/EIN Number	47-3964198
Date Filed	09/16/2014
Effective Date	09/13/2014
State	FL
Status	ACTIVE

Principal Address

4680 Mildred Bass Rd.
St.Cloud, FL 34772

Changed: 06/04/2024

Mailing Address

4680 Mildred Bass Rd.
St.Cloud, FL 34772

Changed: 06/04/2024

Registered Agent Name & Address

Davis, Jerry E
4680 Mildred Bass Rd.
St.Cloud, FL 34772

Name Changed: 06/04/2024

Address Changed: 06/04/2024

Officer/Director Detail

Name & Address

Title Director

Wanwright, Adam
7443 NW 215 Way
Starke, FL 32091

Title Chairman

Davis, Jerry E
4680 Mildred Bass Road
St. Cloud, FL 34772

Title Director

Lane, Donald A
12310 NE 30th Avenue
Chiefland, FL 32626

Title Director

Hamilton, Blake
P.O. Box 94
Brooker, FL 32622

Title Director

Portillo, Silvio
2400 Lake Street
Deltona, FL 32738

Annual Reports

Report Year	Filed Date
2024	02/23/2024
2025	02/12/2025
2026	02/24/2026

02/24/2026 -- ANNUAL REPORT	View image in PDF format
02/12/2025 -- ANNUAL REPORT	View image in PDF format
06/04/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
01/12/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
08/23/2020 -- ANNUAL REPORT	View image in PDF format
07/15/2019 -- ANNUAL REPORT	View image in PDF format
08/02/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
07/31/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- ANNUAL REPORT	View image in PDF format
09/16/2014 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1275-OKC)

Department:Planning and Development
Category:Action Item
Prepared By: Dennis Murphy
Presenter: Dennis Murphy

SUBJECT: PUBLIC HEARING, PETITION R-2607-0063, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM RESIDENTIAL SINGE FAMILY (RSF) to I-1 (INDUSTRIAL LIGHT). THE PROPERTY OWNER IS BE A MAN BUY LAND, LLC. THE APPLICANT IS BE A MAN BUY LAND, LLC. THE PROPERTY ADDRESS IS 3308 US HWY 98, OKEECHOBEE, FLORIDA. **(QUASI-JUDICIAL ITEM)**

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
None

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0343 granting the request for a change in zoning from Residential Single Family (RSF) to I-1 (Industrial Light).

BACKGROUND:
PUBLIC HEARING, Petition R-2607-0063, Change in Zoning. Request for a change in zoning from zoning from Residential Single Family (RSF) to I-1 (Industrial Light). The property owner is Be A Man Buy Land, LLC. the applicant is Be A Man Buy Land, LLC. The property address is 3308 Us Hwy 98, Okeechobee, Florida.

The petition property is 1.35 acres (more or less), and the proposed use is to be determined, but the owner has indicated a possible use being an indoor storage facility. The current Future Land Use designation is Commercial Corridor Mixed Use (CCMU) and does not require any amendment for land use consistency purposes.

ATTACHMENT:
R-2607-0063 be a man - rsf to i-1 report (26.10.08) v1.pdf
R-2607-0063, Ordinance 2026-R-0343, Be A Man Buy Land 4934-5431-5731 v1.pdf
R-2607-0063, Applicant Submittal.pdf

R-2607-0063, Map Series.pdf

Okeechobee County Board of County Commissioners
October 8, 2026
Staff Report and Recommendation
Public Hearing, Petition R-2607-0063 Change in Zoning.

GENERAL NARRATIVE:

On September 22, 2026, the Planning & Zoning Commission held a public hearing on the petition of Be A Man Buy Land, LLC, for a change in zoning for certain property located along the east/northeast side of US 98, northwest of the City of Okeechobee. The petitioner is seeking to change the zoning on this property from Residential Single-Family (RSF) to I-1 (Industrial Light). The petition property is 1.35 acres (more or less). No specific use for the property has been identified other than a general statement of the applicant seeking to construct an indoor storage facility.

The current Future Land Use designation is Commercial Corridor Mixed Use (CCMU) and does not require any amendment for land use consistency purposes.

At this hearing the Planning and Zoning Commission accepted public comments on this petition, with the only comments presented being from the applicants, Be A Man Buy Land, LLC, requesting favorable consideration by Commission.

Following Board discussion on the item, the Planning and Zoning Commission voted 6-0 to recommend that Board of County Commissioners find the petition of Be A Man Buy Land, LLC, consistent with the County Comprehensive Plan; the criteria for consideration in any request for a change in zoning as set out in the Land Development Regulations and that petition be **approved**.

SUMMARY DESCRIPTION:

Request:	Change in zoning from Residential Single-Family (RSF) to I-1 (Industrial Light).
Location:	3308 US Hwy 98, Okeechobee, Florida .
Property area:	Approximately 1.35 acres.
Current FLU:	Commercial Corridor Mixed Use (CCMU)
Current zoning:	Residential Single-Family (RSF)
Requested zoning:	I-1 (Industrial Light).
Proposed use:	None specific, but the "….owner believes it will have a better use with a Light Industrial zoning to be used as Indoor Storage."

The petition property lies along the east/northeast side of US 98, northwest of the City of

Okeechobee. The site is currently vacant.

To the immediate north/northeast of the petition property lie a mix of vacant and occupied residential lots that are part of the Basswood, Inc., subdivision (PB 3, page 50). To the south/southeast are vacant commercial tracts that front onto US 98. To the south/southwest are vacant agricultural lands that are zoned agriculture, with a 200ft wide strip of Neighborhood Commercial fronting onto US 98.

Preliminary traffic impact reviews in the project area have not identified any general Level of Service deficiency. As part of any future development review application, all operational conditions and site access needs into this site will be reviewed in further detail. At a minimum, one primary and one secondary access will be required. Any development activity on this site will be subject to Okeechobee County Impact Fees.

The petition property is approximately 110 feet deep, making industrial, or commercial use, somewhat of 'design challenge'. That said, Okeechobee County will work with the petitioner to ensure that all required County design considerations are complied with while still seeking to effectuate a developable parcel. Should variances from minimum County Codes be required, those discussions can be had with the petitioner at a future date.

The petition property is not served with any public utility services. Okeechobee Utility Authority (OUA) has water services at the intersection of NW 36th street and US 98 (approximately 250 southeast of the petition property). Sewer services (existing force main) located approximately ½ mile southeast of the project site along US 98. Prior to any development application, utility service extensions with/from the OUA will have to be reviewed by the petitioner.

Surrounding the property is a mix of zoning classifications, including the RSF (Residential Single Family); RG (Residential General); A (Agriculture); PS (Public Services) Zoning Districts. The requested change in zoning to the RSF (Residential Single Family) zoning district is considered to be consistent with these other adjacent/existing classifications.

CONSISTENCY WITH COMPREHENSIVE PLAN:

The current Future Land Use designation is Commercial Corridor Mixed Use and as identified in the Land Use Consistency Matrix, Section 11.02.01 of the land development regulations, there is no need for any amendment to the Plan for land use consistency purposes.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS:

When recommending whether to change the zoning classification of land in the unincorporated areas

of the County, the factors that the Planning Board shall consider include, where applicable, whether or not:

1. The proposed change is contrary to the established land use pattern;

   [Applicants Statement]

   No, the proposed change is not contrary to the established land use pattern. The property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

   The current zoning for Lots 17, 18 and the remaining part of Lot 19 is Residential Single Family and the Future Land Use for said lots is Commercial Corridor Mixed Use. The proposed change to Light Industrial is allowed in the Commercial Corridor Mixed Use zoning and is consistent with the established land use pattern in the area as there is a mix of commercial and residential properties.

2. The proposed change would create an isolated district unrelated to adjacent and nearby district;

   [Applicants Statement]

   No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts as the future land use for the property is Commercial Corridor Mixed Use and there is a mix of commercial, industrial and residential properties in the area. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;

   [Applicants Statement]

   No, the proposed change would not alter the population density.

4. Exiting district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

   [Applicants Statement]

   The existing boundary is not illogically drawn as the area contemplated a mixed use based on the future land use for the property of Commercial Corridor Mixed Use.

5. The proposed change would be contrary to the Proposed Land Use Plan and would have an adverse effect on the Comprehensive Plan;

   [Applicants Statement]

   No, the proposed change would not be contrary to the Proposed Land Use Plan and would not have an adverse effect on the Comprehensive Plan. The property is located in the Commercial Corridor Mixed Use future land use classification of the Okeechobee County Comprehensive Plan. This classification provides a variety of uses, virtually all of which exist around the subject property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

6. Changed or changing conditions make the passage of the proposed amendment necessary;

   [Applicants Statement]

   The requested change in zoning is appropriate for the area and is consistent with properties in the area and the future land use for the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

7. The proposed change will adversely influence living conditions in the neighborhood;

   [Applicants Statement]

   No, the proposed change will not adversely influence living conditions in the neighborhood as it is consistent with the area and the future land use for

the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

[Applicants Statement]

No, changing from Residential Single Family to Industrial Light will not increase traffic congestion or otherwise affect public safety as the area is located in the Commercial Corridor Mixed Use (CCMU) future land use classification and there is a mix of residential, industrial, commercial and vacant land in the area.

9. The proposed change will create a drainage problem;

[Applicants Statement]

The proposed change in zoning should not create a drainage problem. When the property is developed, the site plan review process would ensure that any such impacts would not adversely impact surrounding properties.

10. The proposed change will seriously reduce light an air to adjacent areas;

[Applicants Statement]

The proposed change in zoning from Residential Single Family to Industrial Light should not reduce light and air to the adjacent areas as there are already commercial properties in the area.

11. The proposed change will adversely affect property values in the adjacent area;

[Applicants Statement]

No, the proposed should not adversely affect property values in the adjacent area as the proposed change is consistent with the area and the future land use of the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20,

21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations;

    [Applicants Statement]

    The proposed change will not be a deterrent to the improvements or development of adjacent properties as the proposed change is consistent with other parcels in the area and the future land use for the property is Commercial Corridor Mixed Use which allows for Light Industrial. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

    [Applicants Statement]

    No, the future land use for the property is Commercial Corridor Mixed Use and would not constitute a grant of special privilege.

14. There are substantial reasons why the property cannot be used in accord with existing zoning;

    [Applicants Statement]

    The proposed change is consistent with the future land use for the property and is consistent with area. The applicant is applying for re-zoning in order to make the zoning consistent on all the lots that comprise the property.

15. Weather the change suggested is out of scale with the needs of the neighborhood or the County;

    [Applicants Statement]

    No, the proposed change is not out of scale with the needs of the neighborhood or the County.

16. It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.

[Applicants Statement]

We are applying for a re-zoning in order to make the zoning consistent on all the lots that comprise the property and to maximize the potential for the property.

****

County staff has reviewed the applicant's assertions, as stated above, for consistency with the Okeechobee County Comprehensive Plan and Land Development Regulations. We concur with the general position of the petitioner that this proposed change in zoning would not be in conflict with the County Comprehensive Plan or the Standards for Rezoning as set out in the Okeechobee County Land Development Regulations.

It should be noted, that in considering this request for *Change in Zoning*, the applicant will remain subject to all applicable Okeechobee County Development Codes and Standards and that as part of the Site Plan Review Process, off-site mitigation improvements may be required to offset any impacts from the final development plans for the proposed use of this property.

RECOMMENDATION

County staff recommends the petition of ***Be A Man Buy Land, LLC,.*** for a change in zoning from Residential Single-Family (RSF) to the I-1 (Light Industrial), for property located at 3308 US Hwy 98, Okeechobee, Florida, ***be approved***.

Attached is a copy of Ordinance 2026-R-0343, that, if approved, would provide for the requested change in zoning.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

Ordinance No. 2026-R-0343

AN ORDINANCE TO AMEND ORDINANCE 92-20 (LAND DEVELOPMENT REGULATIONS OF OKEECHOBEE COUNTY, FLORIDA), TO PROVIDE FOR AN AMENDMENT TO THE ZONING ATLAS; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Okeechobee County Land Development Regulations provide for zoning classifications by use of a zoning atlas which is defined to be a part of said Ordinance; and

WHEREAS, each approved request for a zoning amendment constitutes a change to the zoning atlas and accordingly an amendment to the Okeechobee County Land Development Regulations; and

WHEREAS, a request to rezone certain real property located in Okeechobee County, Florida and described more particularly in this Ordinance has been presented to the Board of County Commissioners; and

WHEREAS, the Planning Board having received Petition R-2607-0063, an application for a change in zoning, having conducted a duly noticed public hearing on September 22, 2026, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises; and having made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners having received the application for the requested change in zoning, having conducted a duly noticed public hearing, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises, and having received a recommendation from the Planning Board.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Okeechobee County, Florida:

SECTION 1. That the zoning of the real property described below and bearing a zoning classification of Residential Single Family (RSF) be hereby changed to Light Industrial (I-1).

The property is located at 3308 US Highway 98 N. All property is located within Okeechobee, Florida, and is more particularly described as follows:

Lots 17, 18, and 19, Block 64, Basswood, Inc., Unit No. 6, according to the Plat thereof recorded in Plat Book 3, Page 50, Public Records of Okeechobee County, Florida.

SECTION 2. That the Official Zoning Atlas as established by the Okeechobee County Land Development Regulations is hereby amended to reflect the change in zoning classification for the real property described herein.

SECTION 3. That this Ordinance shall take effect upon being filed in the office of the Secretary of State of Florida in the manner prescribed by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Okeechobee County, Florida the 8th day of October, 2026.

_____

David Hazellief, Chairman
Board of County Commissioners
Okeechobee County, Florida

Attest:

_____

Jerald D. Bryant, Clerk of the Circuit Court and Comptroller
Okeechobee County, Florida

Approved as to form and legality:

_____

Gemma Torcivia, County Attorney

Okeechobee County **Community Development Dept.** **1700 NW 9th Avenue, Suite A** **Okeechobee, FL 34972** **Phone (863) 763-5548** **planning@okeechobeecountyfl.gov**	Date:	Petition No.
	Fee Paid:	Petition No.
	1st Hearing:	2nd Hearing:
	Publication Dates:	
	Notices Mailed:	Jurisdiction: Unincorporated County

Uniform Land Use Application

Rezone • Special Exception • Variance • Small Scale CPA

✔	OWNER	
		Name of property owner(s): Be A Man Buy Land, LLC
		Name of applicant(s) if other than owner:
		Relationship to owner:

✔	PROPERTY	
		Property address / directions to property: 3308 US HWY 98 N, Okeechobee, Florida 34972
		Indicate current use of property: Vacant
		Describe improvements on property, including number/type of dwellings and whether occupied (if none, so state): None
		Approximate number of acres: 1.350 Is property in a platted subdivision? Yes
		Is there a current or recent use of the property that is/was a violation of county ordinance? If so, describe: No
		Have there been any land use applications concerning all or part of this property in the last year? If so, indicate date, nature and applicant's name: Yes, Be A Man Buy Land, LLC, Rezoning application, June 2025
		Is a sale subject to this application being granted? No
		Is the subject parcel your total holdings at that location? If not, describe the remaining or intended uses: Yes
		Describe adjoining land uses / improvements to the North: Vacant
		South: Vacant East: Vacant and Residential West: Pasture
		Existing zoning: Future Land Use classification:
		Actions Requested: (X) Zoning Change (___) Special Exception (___) Variance (___) SSCPA
		Parcel Identification Numbers: 1-05-37-35-0060-00640-0170

✔	**Confirmation of Information Accuracy**

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

Rene Griffith — Signature

Rene Griffith — Printed Name

7/10/2026 — Date

REZONE	Current zoning classification: RSF Requested zoning classification: Light Industrial
	What is your desired permitted use under the proposed class: The property is currently vacant and the owner believes it will have a better use with a Light Industrial zoning to be used as Indoor Storage.
	If granted, will the new zone be contiguous with a like zone? Yes
	Is a Special Exception necessary for your intended use? No Variance? No

SP EXCEPTION	Describe the Special Exception sought:
	Provide specific LDR ordinance citation:
	Are there other similar uses in the area? If so, describe:
	Why would granting your request be in the best interest of the area and residents?
	If business, briefly describe nature including number of employees, hours, noise generation and activities to be conducted outside of a building:

VARIANCE	Describe Variance sought:
	Describe physical characteristic of property that makes variance necessary:
	Did you cause or contribute to the characteristic? If so, describe:
	What is the minimum variance necessary?

SSCPA	Current future land use classification:
	Requested future land use classification:
	What is your desired use with this new classification?

5. Description of the proposed land use change and reason for the request.

The property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19. Said Lots were re-zoned to Light Industrial and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19 so that the zoning for the entire parcel is consistent.

STANDARDS FOR CONSIDERING CHANGES IN ZONING

1. *The proposed change is contrary to the established land use pattern*;

   No, the proposed change is not contrary to the established land use pattern. The property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

   The current zoning for Lots 17, 18 and the remaining part of Lot 19 is Residential Single Family and the Future Land Use for said lots is Commercial Corridor Mixed Use. The proposed change to Light Industrial is allowed in the Commercial Corridor Mixed Use zoning and is consistent with the established land use pattern in the area as there is a mix of commercial and residential properties.

2. *The proposed change would create an isolated district unrelated to adjacent and nearby districts*;

   No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts as the future land use for the property is Commercial Corridor Mixed Use and there is a mix of commercial, industrial and residential properties in the area. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

3. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.*

   No, the proposed change would not alter the population density.

4. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change*;

   The existing boundary is not illogically drawn as the area contemplated a mixed use based on the future land use for the property of Commercial Corridor Mixed Use.

5. *The proposed change would be contrary to the to the Proposed Land Use Plan and would have an adverse effect on the Comprehensive Plan*;

   No, the proposed change would not be contrary to the Proposed Land Use Plan and would not have an adverse effect on the Comprehensive Plan. The property is located in the Commercial Corridor Mixed Use future land use classification of the Okeechobee County Comprehensive Plan. This classification provides a variety of uses, virtually all of which exist around the subject property. Furthermore, the property is comprised of Lots 17, 18,

19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

6. *Changed or changing conditions make the passage of the proposed amendment necessary*;

   The requested change in zoning is appropriate for the area and is consistent with properties in the area and the future land use for the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

7. *The proposed change will adversely influence living conditions in the neighborhood*;

   No, the proposed change will not adversely influence living conditions in the neighborhood as it is consistent with the area and the future land use for the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

8. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety*;

   No, changing from Residential Single Family to Industrial Light will not increase traffic congestion or otherwise affect public safety as the area is located in the Commercial Corridor Mixed Use future land use classification and there is a mix of residential, industrial, commercial and vacant land in the area.

9. *The proposed change will create a drainage problem*;

   The proposed change in zoning should not create a drainage problem. When the property is developed, the site plan review process would ensure that any such impacts would not adversely impact surrounding properties.

10. *The proposed change will seriously reduce light and air to adjacent areas*;

    The proposed change in zoning from Residential Single Family to Industrial Light should not reduce light and air to the adjacent areas as there are already commercial properties in the area.

11. *The proposed change will adversely affect property values in the adjacent area*;

No, the proposed should not adversely affect property values in the adjacent area as the proposed change is consistent with the area and the future land use of the property. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

12. T*he proposed change will be a deterrent to the improvements or development of adjacent property in accord with existing regulations*;

    The proposed change will not be a deterrent to the improvements or development of adjacent properties as the proposed change is consistent with other parcels in the area and the future land use for the property is Commercial Corridor Mixed Use which allows for Light Industrial. Furthermore, the property is comprised of Lots 17, 18, 19, 20, 21, 22 and 23, Block 64, of Basswood, Inc. Previously a re-zoning application was applied for and approved (in 2025) for Lots 20, 21, 22 and 23, as well as part of Lot 19 and we are looking for the same zoning classification for Lots 17, 18 and the remaining part of Lot 19.

13. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare*;

    No, the future land use for the property is Commercial Corridor Mixed Use and would not constitute a grant of special privilege.

14. *There are substantial reasons why the property cannot be used in accord with existing zoning*;

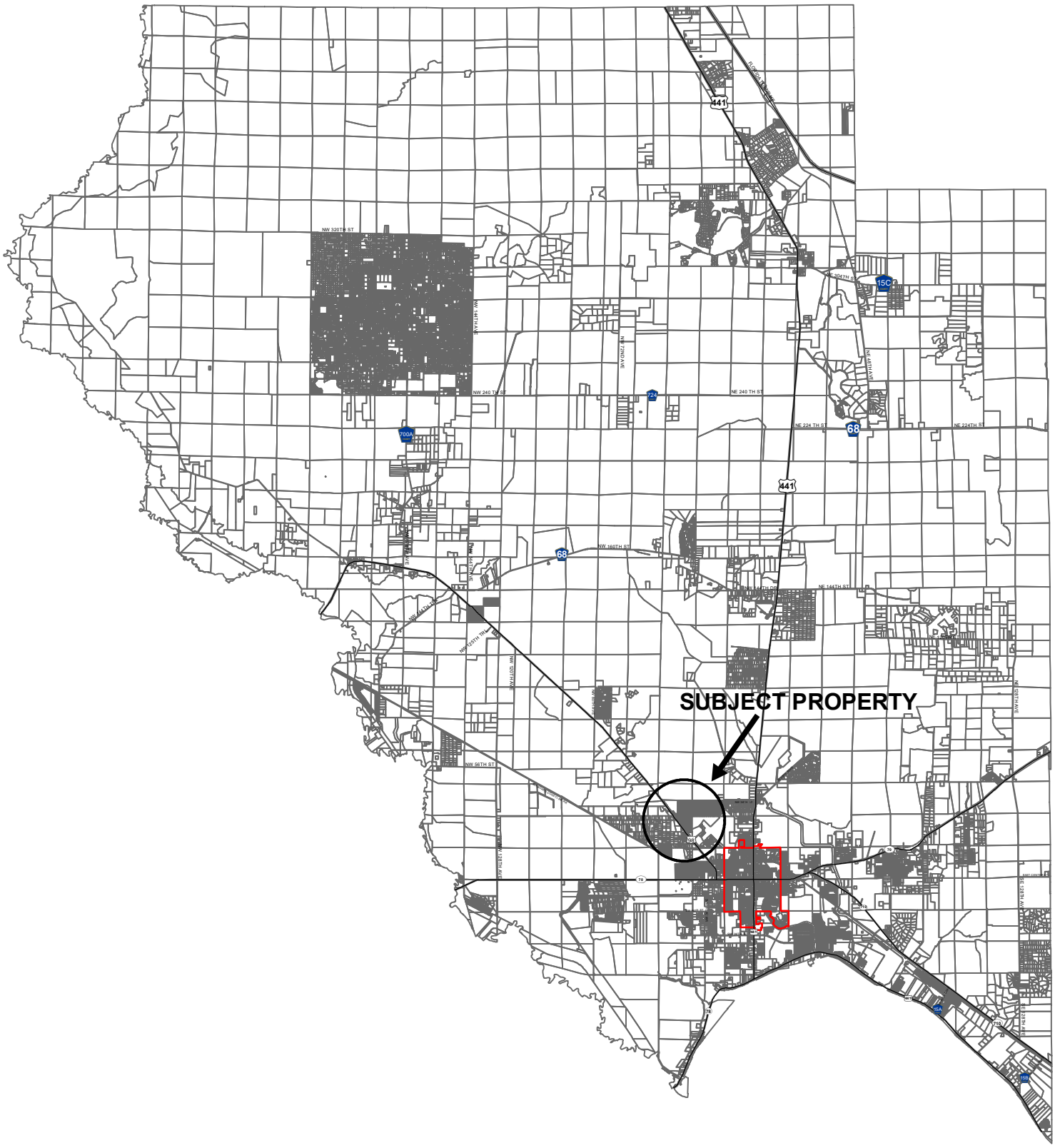
    The proposed change is consistent with the future land use for the property and is consistent with area. The applicant is applying for re-zoning in order to make the zoning consistent on all the lots that comprise the property.

15. *Whether the change suggested is out of scale with the needs of the neighborhood or the County*;

    No, the proposed change is not out of scale with the needs of the neighborhood or the County.

16. *It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.*

    We are applying for a re-zoning in order to make the zoning consistent on all the lots that comprise the property and to maximize the potential for the property.



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

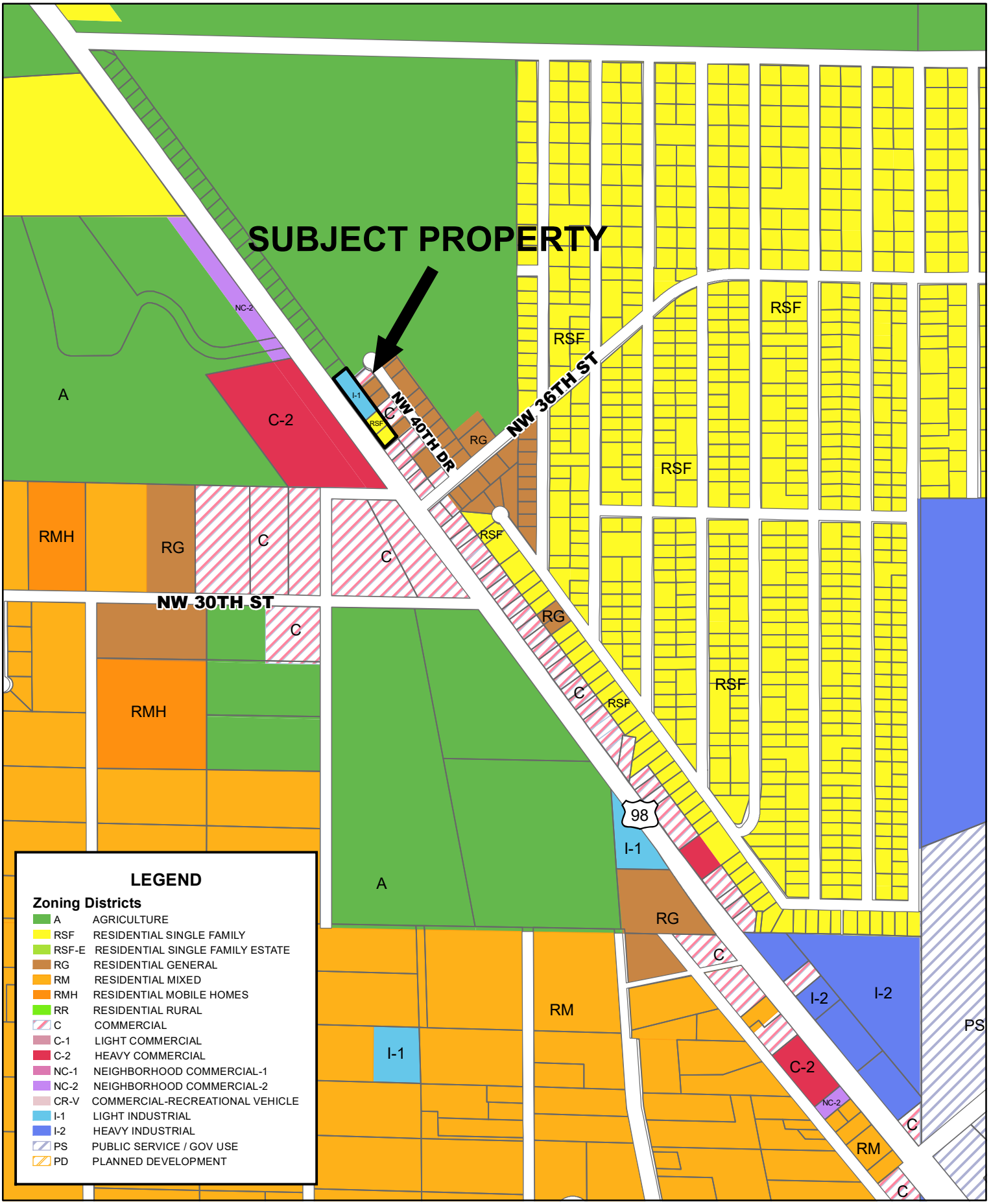
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

LOCATION MAP

PETITION # *R-2607-0063*

APPLICANT: *Be A Man Buy Land, LLC.*

DATE: *September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

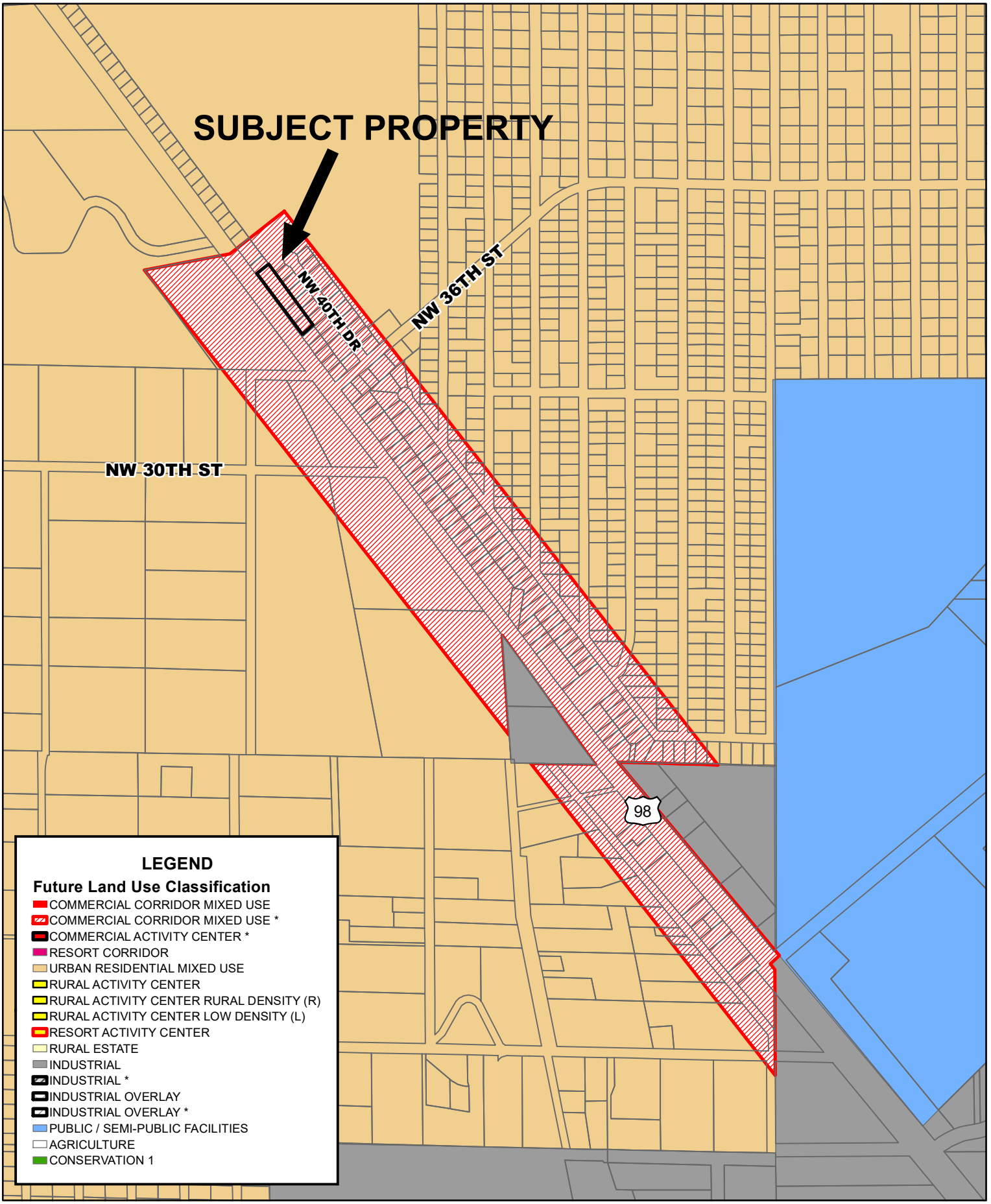
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

ZONING MAP

1 inch = 750 feet

PETITION #	*R-2607-0063*
APPLICANT:	*Be A Man Buy Land, LLC.*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

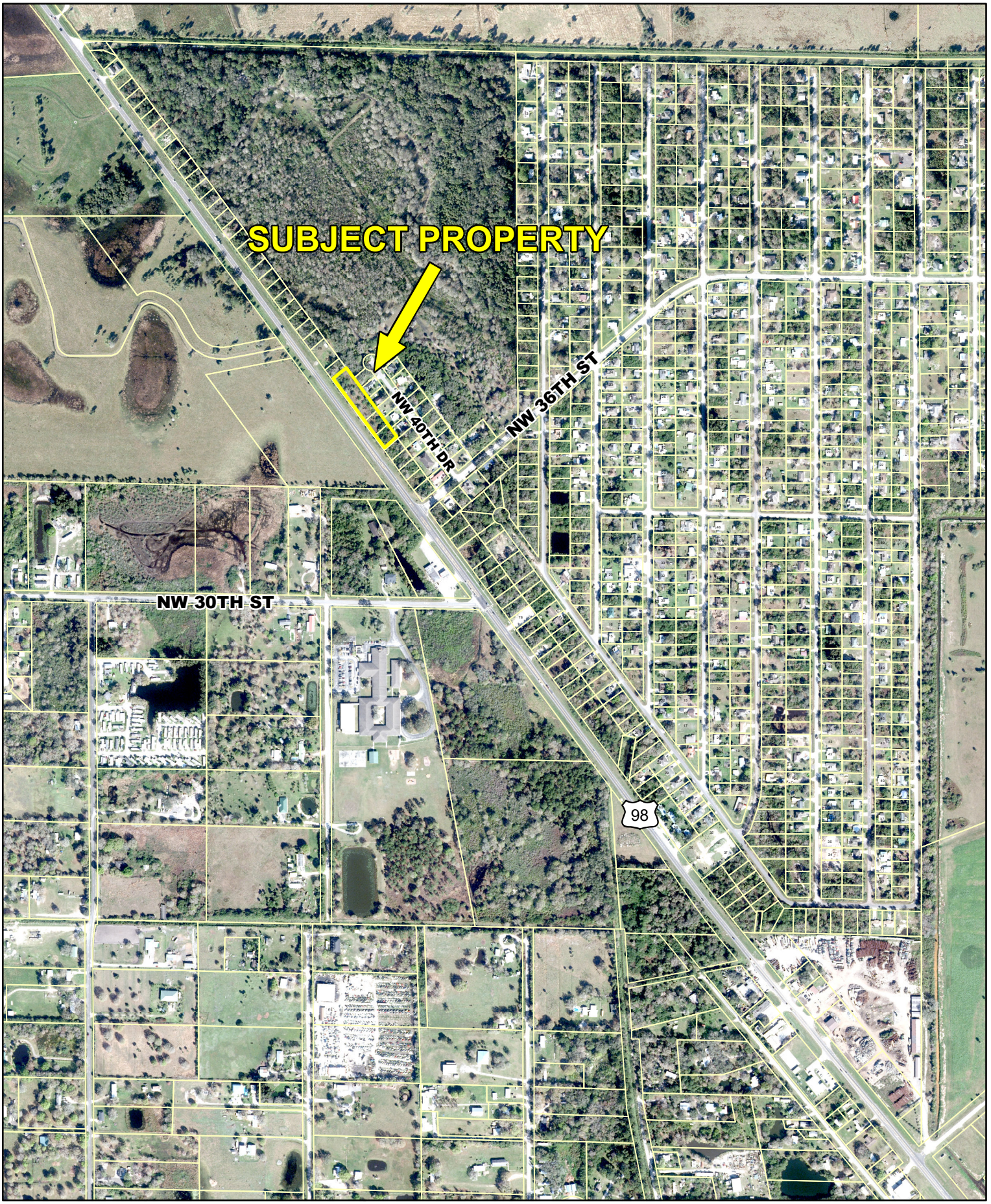
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

FUTURE LAND USE MAP

1 inch = 850 feet

PETITION #	*R-2607-0063*
APPLICANT:	*Be A Man Buy Land, LLC.*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

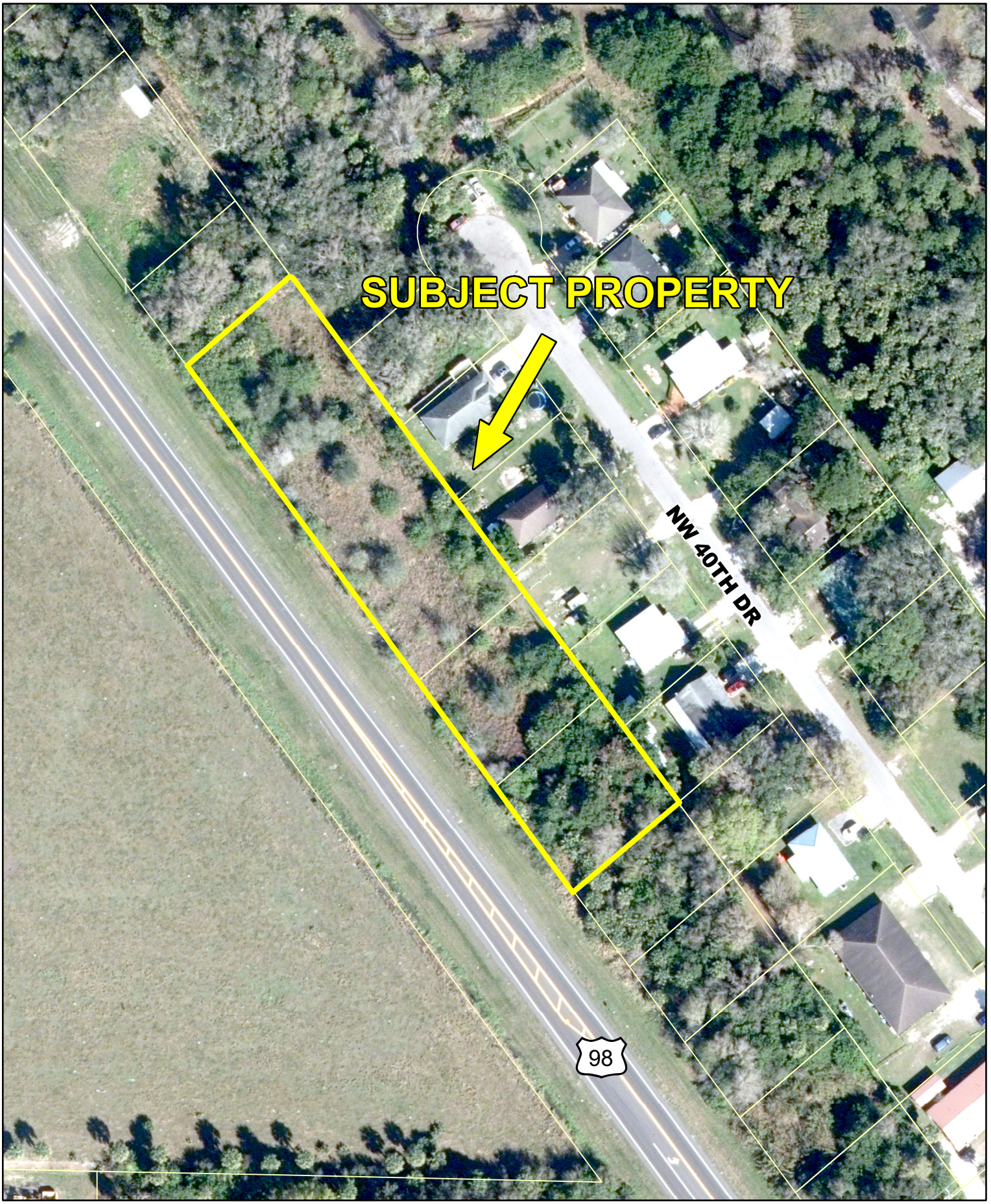
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 750 feet

PETITION #	*R-2607-0063*
APPLICANT:	*Be A Man Buy Land, LLC.*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 100 feet

PETITION #	*R-2607-0063*
APPLICANT:	*Be A Man Buy Land, LLC.*
DATE:	*September 2026*

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1266-OKC)

Department:Planning and Development
Category:Public Hearing
Prepared By: Dennis Murphy
Presenter: Dennis Murphy

SUBJECT: PUBLIC HEARING, PETITION R-2607-0064, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM AGRICULTURE (A) TO COMMERCIAL-RECREATIONAL VEHICLE (C-RV). THE PROPERTY OWNERS ARE WILLIAM PAYNE AND ELIZABETH PAYNE SIMONSON. THE APPLICANT IS DB FORTUNE INVESTMENTS, LLC. THE PROPERTY ADDRESS IS 8355 US HIGHWAY 441 SE. **(QUASI-JUDICIAL ITEM)**

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0344, granting the request for a change in zoning from Agriculture (A) to Commercial-Recreational Vehicle (C-RV).

BACKGROUND:
PUBLIC HEARING, Petition R-2607-0064, Change in Zoning. Request for a change in zoning from Agriculture (A) to Commercial-Recreational Vehicle (C-RV). The property owners are William Payne and Elizabeth Payne Simonson. The applicant is DB Fortune Investments, LLC. The property address is 8355 US Highway 441 SE.

The subject property is about 21.8 acres in area and has frontage on US Highway 441 SE. Proposed is a new Recreational Vehicle park with around 195 spaces.

ATTACHMENT:
R-2607-0064 DB Fortune Investments, A to C-RV - staff reportv (26.09.29) v1.pdf
R-2607-0064, Ordinance 2026-R-0344, DB Fortune Investments 4927-5091-7843 v1.pdf
R-2607-0064, Applicant Submittal.pdf
R-2607-0064, Map Series.pdf

Okeechobee County Board of County Commissioners
October 8, 2026
Staff Report and Recommendation
Public Hearing, Petition R-2607-0064 Change in Zoning.

General Narrative:

On September 22, 2026, the Planning & Zoning Commission held a public hearing on the petition of William G. Simonson and Elizabeth Payne, with said petition being submitted for review by the applicant, DB Fortune Investment, LLC, requesting a change in zoning from Agriculture (A) to Commercial – Recreational Vehicle (C-RV) for certain property located along the north side of US 441, approximately ¼ mile northwest of its intersection with SE 86th Blvd (CR 15A). The site address is 8355 US Highway 441 S, Okeechobee, Florida.

At this hearing the Planning and Zoning Commission accepted public comments on this petition, with the only comments presented being from the applicants, DB Fortune Investment, LLC, requesting favorable consideration by Commission.

Following Board discussion on the item, the Planning and Zoning Commission voted 6-0 to recommend that Board of County Commissioners find the petition of William G. Simonson and Elizabeth Payne, consistent with the County Comprehensive Plan; the criteria for consideration in any request for a change in zoning as set out in the Land Development Regulations and that petition be **approved**.

Summary Description:

Request:	Change in zoning from Agriculture (A) to Commercial – Recreational Vehicle (C-RV).
Location:	The Petition site lies along the north side of US 441, approximately ¼ mile northwest of SE 86th Blvd (CR 15A).
Property area:	Approximately 21.8 acres.
Current FLU:	C-MX (Commercial Corridor – Mixed Use) and URMU (Urban Residential Mixed Use)
Current zoning:	Agriculture (A)
Requested zoning:	Commercial – Recreational Vehicle (C-RV).
Proposed use:	195 +/- RV Spaces

The Petition site lies along the north side of US 441, approximately ¼ mile northwest of SE 86th Blvd (CR 15A). The site is currently vacant.

To the immediate north/northwest of the petition property the adjacent properties are vacant. Opposite the property along the southwest side of US 441 is the 'Log Harbor' resort site. To the southeast, is the Oak Park RV/Mobile Home Park. To the northeast, lie vacant lands.

The property to the west/northwest of the project is currently zoned for RV uses, although at present, it is undeveloped. Properties of the east/southeast are currently zoned for mobile homes, but it is only partially developed. The property to the south (south of US 441) is currently zoned commercial.

The petitioner has provided a *Preliminary* traffic impact assessment, that asserts that the proposed development of this property as an RV Park will not cause or create undue Level of Service issues along any regulated roadway in the project study area. Staff has reviewed the submitted materials and concurs with that broad assessment, as far as generalized Level of Service is concerned, there are no deficiencies in the area network. However, the petitioner is advised that as part of any site plan reviews, the petitioners will be expected to address any specific operational improvement needs at the project entry onto/off of US 441, and if any off-site improvements are required that are attributable to the project.

Any development activity on this site will be subject to Okeechobee County Impact Fees.

The petition property does not appear to have any regulated wetlands (based on aerial map observations and National Wetlands Inventory survey maps) on it, with the one possible exception of some limited OSW waters bisecting the site on an east/west alignment. As part of the site plan review process, the applicant will be requested to provide a wetland determination/ delineation, with appropriate assurances to be employed that either protects in place, or mitigates, any regulated area in accord with applicable County and State regulations.

The petition property is located outside of the designated utility service area of the Okeechobee Utility Authority. Water and sewer services will be required to be provided through the development of onsite treatment and production facilities.

Surrounding the property is a mix of zoning classifications, including the C-RV (Commercial – Recreational Vehicle Park); RMH (Residential Mobile Home); A (Agriculture); C (Commercial) Zoning Districts. The requested change in zoning to the C-RV (Commercial – Recreational Vehicle Park) District is considered to be consistent with these other adjacent/existing classifications.

CONSISTENCY WITH COMPREHENSIVE PLAN

The current Future Land Use designation is a combination of C-MX (Commercial Corridor – Mixed Use) and URMU (Urban Residential Mixed Use) and as identified in the Land Use Consistency Matrix,

Section 11.02.01 of the land development regulations, there is no need for any amendment to the Plan for land use consistency purposes.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS

When recommending whether to change the zoning classification of land in the unincorporated areas of the County, the factors that the Planning Board shall consider include, where applicable, whether or not:

1. The proposed change is contrary to the established land use pattern;

   [Applicants Statement]

   The proposed change is not contrary to the established land use pattern. RV Parks are specifically authorized within areas of Future Land Use Designations - urban residential mixed use, commercial corridor mixed use, commercial activity center and resort activity center. The subject parcel FLU is both urban residential mixed use and commercial corridor mixed use.

2. The proposed change would create an isolated district unrelated to adjacent and nearby district;

   [Applicants Statement]

   The proposed change will not create an isolated district unrelated to adjacent and nearby districts. Adjacent and nearby districts are already primarily utilized for commercial activities and mobile home residential communities. Numerous businesses operate in adjacent and nearby districts as well as several existing RV parks.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;

   [Applicants Statement]

   The proposed change will neither materially alter the population density pattern nor increase or overtax the load on public facilities such as schools, utilities, streets, etc. As a commercial business, the proposed change will not have any impact on schools whatsoever. Population density patterns will not be materially disrupted, as the current code allows RV Parks to have a maximum density of up to 15 units per acre and our site plan (included in this application package) will have a density of less than 9 units per acre. Our traffic study (included with this application package) clearly demonstrates a marginal impact on street traffic and usage. Finally, both water and sewer utilities will have no impact on public facilities as both will be provided through on-site treatment and well systems. The proposed change will have a net positive impact on public facilities through increased tourism, business and property taxes generated from the new development and the proposed zoning change.

4. Exiting district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

   [Applicants Statement]

   Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. This is not applicable to the subject parcel or proposed change.

5. The proposed change would be contrary to the Proposed Land Use Plan and would have an adverse effect on the Comprehensive Plan;

   [Applicants Statement]

   The proposed change will not be contrary to the Proposed Land Use Plan and will have no adverse effect on the Comprehensive Plan. As mentioned, the Comprehensive Plan specifically permits the construction of RV Parks within areas with FLU categories of urban residential mixed use and commercial corridor mixed use. The subject parcel sits within these designations and thus will fully comply with the Comprehensive Plan and will not be contrary to the Proposed Land Use Plan.

6. Changed or changing conditions make the passage of the proposed amendment necessary;

   [Applicants Statement]

   Changed or changing conditions make the passage of the proposed amendment necessary. While the current zoning is Agriculture, the subject parcel has both commercial and urban residential mixed use FLU designations. As such, this area is clearly intended for development into one of the approved uses consistent with these FLU categories. The surrounding and nearby area is already a combination of RV parks, commercial businesses, and mobile home communities. The neighboring area has evolved from mostly Agricultural use into a growing commercial and residential corridor of the County which will provide many benefits to the area through increased business and taxes, without burdening either current residents or public facilities.

7. The proposed change will adversely influence living conditions in the neighborhood;

   [Applicants Statement]

   The proposed change will not adversely influence living conditions in the neighborhood. As discussed, the surrounding and nearby area is already a combination of RV parks, commercial businesses, and mobile home communities. The neighboring area has evolved from mostly Agricultural use into a growing commercial and residential corridor of the County which will provide many benefits to the area through increased business and taxes, without burdening either current residents or public facilities.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

   [Applicants Statement]

   The proposed change will neither create nor excessively increase traffic congestion or otherwise affect public safety. We have provided a traffic study (included in this application package) which shows a marginal impact on traffic and will not adversely affect public safety.

9. The proposed change will create a drainage problem;

   [Applicants Statement]

   The proposed change will not create a drainage problem. The proposed development includes on-site retention capable of handling all drainage needs of the property. There will be no discharge from the site onto public roadways or neighboring parcels. Please refer to attached site and engineering plans included with this application package.

10. The proposed change will seriously reduce light and air to adjacent areas;

    [Applicants Statement]

    The proposed change will not reduce light or air to adjacent areas. The proposed change will support the development of an RV park. All vehicles and accessory structures will be 1 story in height and will not have any impact on neighboring light. The proposed change and development will not include any requests for commercial food or beverage licensing and will not have any impact on the air quality of the adjacent areas.

11. The proposed change will adversely affect property values in the adjacent area;

    [Applicants Statement]

    The proposed change will not adversely affect property values in the adjacent area. To the contrary, once the proposed change and proposed development are approved this will have an immediate positive impact on neighboring property values. A functioning, clean and beautiful RV park with generous landscaping and high street appeal will have a major positive net impact on neighboring property values.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations;

    [Applicants Statement]

    The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations. The adjacent properties are being utilized as a mobile home community and potentially for other commercial

businesses. A brand new and modern RV park business will highly motivate neighbors to improve and further develop their properties as land values improve with the introduction of the proposed change and proposed development.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

    [Applicants Statement]

    The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. This is not applicable to the proposed change and proposed development.

14. There are substantial reasons why the property cannot be used in accord with existing zoning;

    [Applicants Statement]

    There are substantial reasons why the property cannot be used in accord with existing zoning. The existing zoning severely curtails the highest and best use for the subject property. As mentioned, the property resides in FLU commercial corridor mixed use and urban residential mixed use. This property and the surrounding areas are intended for further development, and the proposed change and proposed development are fully in line and compliant with the intended uses and goals of the Comprehensive Plan.

15. Weather the change suggested is out of scale with the needs of the neighborhood or the County;

    [Applicants Statement]

    Whether the change suggested is out of scale with the needs of the neighborhood or the County. The proposed change and development blends with the current utilization of the neighborhood and is not out of scale with the County. The density and overall size of the proposed development will be smaller than many existing RV park businesses but will be of a higher quality and aesthetic appearance and street appeal, thereby improving the neighborhood and the County. The demand for RV spaces in the County also currently far outpaces the supply of RV spaces, so this proposed change and development will allow the County to benefit from increased taxes and tourism while the neighborhood benefits from increased property values and a far nicer street aesthetic.

16. It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.

    [Applicants Statement]

It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use. The districts already permitting such use cannot generate rental rates to support new development, or will not comply with applicable standards such as access and frontage to county or state roads, and other qualifications, or the areas within adequate sites are already utilized for said product and are not vacant.

County staff has reviewed the applicants assertions, as stated above, for consistency with the Okeechobee County Comprehensive Plan and Land Development Regulations. We concur with the general position of the petitioner that this proposed change in zoning would not be in conflict with the County Comprehensive Plan or the Standards for Rezoning as set out in the Okeechobee County Land Development Regulations. It should be noted, that in considering this request for *Change in Zoning*, the applicant will remain subject to all applicable Okeechobee County Development Codes and Standards and that as part of the Site Plan Review Process, off-site mitigation improvements may be required to offset any impacts from the final development plans for the proposed use of this property.

RECOMMENDATION

County staff recommends the petition of Willaim G. Simonson and Elizabeth Payne, through their applicant DB Fortune Investments, LLC, for a change in zoning from Agriculture (A) to Commercial – Recreational Vehicle (C-RV), **be approved**.

Attached is a copy of Ordinance 2026-R-0344, that, if approved, would provide for the requested change in zoning.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

Ordinance No. 2026-R-0344

AN ORDINANCE TO AMEND ORDINANCE 92-20 (LAND DEVELOPMENT REGULATIONS OF OKEECHOBEE COUNTY, FLORIDA), TO PROVIDE FOR AN AMENDMENT TO THE ZONING ATLAS; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Okeechobee County Land Development Regulations provide for zoning classifications by use of a zoning atlas which is defined to be a part of said Ordinance; and

WHEREAS, each approved request for a zoning amendment constitutes a change to the zoning atlas and accordingly an amendment to the Okeechobee County Land Development Regulations; and

WHEREAS, a request to rezone certain real property located in Okeechobee County, Florida and described more particularly in this Ordinance has been presented to the Board of County Commissioners; and

WHEREAS, the Planning Board having received Petition R-2607-0064, an application for a change in zoning, having conducted a duly noticed public hearing on September 22, 2026, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises; and having made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners having received the application for the requested change in zoning, having conducted a duly noticed public hearing, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises, and having received a recommendation from the Planning Board.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Okeechobee County, Florida:

SECTION 1. That the zoning of the real property described below and bearing a zoning classification of Agriculture (A) be hereby changed to Commercial- Recreational Vehicle (C-RV).

The property is located at 8355 US Highway 441 SE. All property is located within Okeechobee, Florida, and is more particularly described as follows:

ALL OF LOT 12 AND THE W 1/2 OF LOT 13, IN BLOCK 5, AS PER MAP AND PLAT OF CONSOLIDATED LAND COMPANY'S SUBDIVISION OF CERTAIN LANDS IN THE TOWNSHIP 37 AND 38 SOUTH, RANGE 36 EAST, RECORDED IN PLAT BOOK 1, PAGE 5, OKEECHOBEE COUNTY PUBLIC RECORDS.

AND FROM THE HANCOCK MEANDER CORNER BETWEEN SECTIONS 4 AND 9, TOWNSHIP 38 SOUTH, RANGE 36 EAST, RUN A SOUTHEASTERLY COURSE ON AND ALONG THE HANCOCK MEANDER LINE 655.1 FEET TO THE NW BOUNDARY OF LOT 12 OF BIOCK 5, CONSOLIDATED LAND COMPANY'S S/D ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 5, OKEECHOBEE COUNTY PUBLIC RECORDS, TO THE POB; THENCE RUN SOUTH 35°21' WEST TO A POINT ON THE NORTH BOUNDARY OF STATE ROAD 15 (U.S. 441); THENCE RUN SOUTHEASTERLY ALONG THE NORTH BOUNDARY OF STATE ROAD 15 (U.S. 441) TO A POINT OPPOSITE AND PARALLEL WITH THE PROJECTED SE BOUNDARY OF THE W 1/2 OF LOT 13 OF BLOCK 5, CONSOLIDATED LAND COMPANY'S S/D AFORESAID; THENCE NORTH 35°21' EAST TO A POINT ON THE HANCOCK MEANDER LINE; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE HAOCOCK MEANDER LINE TO THE POINT OF BEGINNING. SAID LANDS LIE IN OKEECHOBEE COUNTY FLORIDA AND CONTAIN 22.17 ACRES.

SECTION 2. That the Official Zoning Atlas as established by the Okeechobee County Land Development Regulations is hereby amended to reflect the change in zoning classification for the real property described herein.

SECTION 3. That this Ordinance shall take effect upon being filed in the office of the Secretary of State of Florida in the manner prescribed by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Okeechobee County, Florida the 8th day of October, 2026.

_____

David Hazellief, Chairman
Board of County Commissioners
Okeechobee County, Florida

Attest:

_____

Jerald D. Bryant, Clerk of the Circuit Court and Comptroller
Okeechobee County, Florida

Approved as to form and legality:

_____

Gemma Torcivia, County Attorney

Okeechobee County Community Development Dept. 1700 NW 9th Avenue, Suite A Okeechobee, FL 34972 Phone (863) 763-5548 planning@okeechobeecountyfl.gov	Date:	Petition No.
	Fee Paid:	Petition No.
	1st Hearing:	2nd Hearing:
	Publication Dates:	
	Notices Mailed:	Jurisdiction: Unincorporated County

Uniform Land Use Application

Rezone • Special Exception • Variance • Small Scale CPA

✔	OWNER	
		Name of property owner(s): WILLIAM G SIMONSON ELIZABETH PAYNE
		Name of applicant(s) if other than owner: DB Fortune Investments, LLC
		Relationship to owner: BUYER - FUTURE OWNER

✔	PROPERTY	
		Property address / directions to property: 8355 US Highway 441 SE Okeechobee FL
		Indicate current use of property: AG - AGRICULTURE
		Describe improvements on property, including number/type of dwellings and whether occupied (if none, so state): NONE
		Approximate number of acres: 22.17 Is property in a platted subdivision? NO
		Is there a current or recent use of the property that is/was a violation of county ordinance? If so, describe: NO
		Have there been any land use applications concerning all or part of this property in the last year? If so, indicate date, nature and applicant's name: NO
		Is a sale subject to this application being granted? YES
		Is the subject parcel your total holdings at that location? If not, describe the remaining or intended uses: YES
		Describe adjoining land uses / improvements to the North: C-RV ZONING
		South: C-RV ZONING East: AG-AGRICULTURE West: C-COMMERCIAL
		Existing zoning: AG-AGRICULTURE Future Land Use classification: C-RV ZONING
		Actions Requested: (X) Zoning Change ( ) Special Exception ( ) Variance ( ) SSCPA
		Parcel Identification Numbers: 1-04-38-36-0A00-00016-A000

✔	**Confirmation of Information Accuracy**
	I hereby certify that the information in this application is correct. The information included in this application is for use by Okeechobee County in processing my request. False or misleading information may be punishable by a fine of up to $500.00 and imprisonment of up to 30 days and may result in the summary denial of this application.
	Signature _____ Printed Name _____ Date _____

✔ REZONE	Current zoning classification: AG Requested zoning classification: C-RV
	What is your desired permitted use under the proposed class: RV PARK
	If granted, will the new zone be contiguous with a like zone? YES
	Is a Special Exception necessary for your intended use? NO Variance? NO

SP EXCEPTION	Describe the Special Exception sought:
	Provide specific LDR ordinance citation:
	Are there other similar uses in the area? If so, describe: YES, PROPERTY TO NORTH AND SOUTH HAVE SAME ZONING CLASIFICATION
	Why would granting your request be in the best interest of the area and residents? Match existing zoning neighboring property matching existing land uses around us
	If business, briefly describe nature including number of employees, hours, noise generation and activities to be conducted outside of a building: this is a RV park, maybe 2 employees and 195+/- RV spaces

VARIANCE	Describe Variance sought: No variance necessary
	Describe physical characteristic of property that makes variance necessary: No variance necessary
	Did you cause or contribute to the characteristic? If so, describe: No variance necessary
	What is the minimum variance necessary? No variance necessary

SSCPA	Current future land use classification: C-RV
	Requested future land use classification: C-RV
	What is your desired use with this new classification? C-RV

STATEWIDE
GENERAL CONTRACTORS

Okeechobee County Community Development Department
1700 NW 9th Avenue, Suite A
Okeechobee, FL 34972
Phone (863) 763-5548

Re: Zoning Change - Faithful Trails RV Estates
US Highway 441 SE Okeechobee FL
Parcel Number: 1-04-38-36-0A00-00016-A000

To whom it may concern:

Please use this letter as our formal request for a Change of Zoning for the above reference Project: Faithfull Trails RV Estates. The Future Land Use designation for the subject Parcel is a combination of Commercial-Corridor Mixed Use & Urban Residential Mixed Use. The in-place zoning for the subject parcel is a (A) Agriculture. The property is currently being utilized as grazing land for cattle.

Description of Requested Land Use Change and Reasons for Request

This proposal is intended to request a Change of Zoning from (A) Agriculture to (C-RV) Commercial-Recreational Vehicle. The reason for this request is to support our proposed development of an RV Park commercial business at this location. This development will include up to 195 RV pads plus amenities, and will comply with all applicable building codes and regulations. All RV pads within the park will be operated to accommodate daily, weekly, monthly, or long-term seasonal stay. This location boasts many very attractive and beautiful native trees, and our intention is to engage in a preservation plan to maintain as many of these trees as possible. This will provide a striking and attractive canopy entrance drive to the community. Project amenities will include: clubhouse, shower facilities, pool, pickleball, nature trails, dog park, exercise facilities and more. The only access to this property will be from the frontage on SR 441.

Statement Addressing All Standards Relevant to Each Requested Land Use Change

1. The proposed change is not contrary to the established land use pattern. RV Parks are specifically authorized within areas of Future Land Use Designations - urban residential mixed use, commercial corridor mixed use, commercial activity center and resort activity center. The subject parcel FLU is both urban residential mixed use and commercial corridor mixed use.

2. The proposed change will not create an isolated district unrelated to adjacent and nearby districts. Adjacent and nearby districts are already primarily utilized for commercial activities and mobile home residential communities. Numerous businesses operate in adjacent and nearby districts as well as several existing RV parks.

3. The proposed change will neither materially alter the population density pattern nor increase or overtax the load on public facilities such as schools, utilities, streets, etc. As a commercial business, the proposed change will not have any impact on schools whatsoever. Population density patterns will not be materially disrupted, as the current code allows RV Parks to have a maximum density of up to 15 units per acre and our site plan (included in this application package) will have a

density of less than 9 units per acre. Our traffic study (included with this application package) clearly demonstrates a marginal impact on street traffic and usage. Finally, both water and sewer utilities will have no impact on public facilities as both will be provided through on-site treatment and well systems. The proposed change will have a net positive impact on public facilities through increased tourism, business and property taxes generated from the new development and the proposed zoning change.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. This is not applicable to the subject parcel or proposed change.

5. The proposed change will not be contrary to the Proposed Land Use Plan and will have no adverse effect on the Comprehensive Plan. As mentioned, the Comprehensive Plan specifically permits the construction of RV Parks within areas with FLU categories of urban residential mixed use and commercial corridor mixed use. The subject parcel sits within these designations and thus will fully comply with the Comprehensive Plan and will not be contrary to the Proposed Land Use Plan.

6. Changed or changing conditions make the passage of the proposed amendment necessary. While the current zoning is Agriculture, the subject parcel has both commercial and urban residential mixed use FLU designations. As such, this area is clearly intended for development into one of the approved uses consistent with these FLU categories. The surrounding and nearby area is already a combination of RV parks, commercial businesses, and mobile home communities. The neighboring area has evolved from mostly Agricultural use into a growing commercial and residential corridor of the County which will provide many benefits to the area through increased business and taxes, without burdening either current residents or public facilities.

7. The proposed change will not adversely influence living conditions in the neighborhood. As discussed, the surrounding and nearby area is already a combination of RV parks, commercial businesses, and mobile home communities. The neighboring area has evolved from mostly Agricultural use into a growing commercial and residential corridor of the County which will provide many benefits to the area through increased business and taxes, without burdening either current residents or public facilities.

8. The proposed change will neither create nor excessively increase traffic congestion or otherwise affect public safety. We have provided a traffic study (included in this application package) which shows a marginal impact on traffic and will not adversely affect public safety.

9. The proposed change will not create a drainage problem. The proposed development includes on-site retention capable of handling all drainage needs of the property. There will be no discharge from the site onto public roadways or neighboring parcels. Please refer to attached site and engineering plans included with this application package.

10. The proposed change will not reduce light or air to adjacent areas. The proposed change will support the development of an RV park. All vehicles and accessory structures will be 1 story in height and will not have any impact on neighboring light. The proposed change and development will not include any requests for commercial food or beverage licensing and will not have any impact on the air quality of the adjacent areas.

11. The proposed change will not adversely affect property values in the adjacent area. To the contrary, once the proposed change and proposed development are approved this will have an immediate positive impact on neighboring property values. A functioning, clean and beautiful RV park with generous landscaping and high street appeal will have a major positive net impact on neighboring property values.

12. The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations. The adjacent properties are being utilized as a mobile home community and potentially for other commercial businesses. A brand new and modern RV park business will highly motivate neighbors to improve and further develop their properties as land values improve with the introduction of the proposed change and proposed development.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. This is not applicable to the proposed change and proposed development.

14. There are substantial reasons why the property cannot be used in accord with existing zoning. The existing zoning severely curtails the highest and best use for the subject property. As mentioned, the property resides in FLU commercial corridor mixed use and urban residential mixed use. This property and the surrounding areas are intended for further development, and the proposed change and proposed development are fully in line and compliant with the intended uses and goals of the Comprehensive Plan.

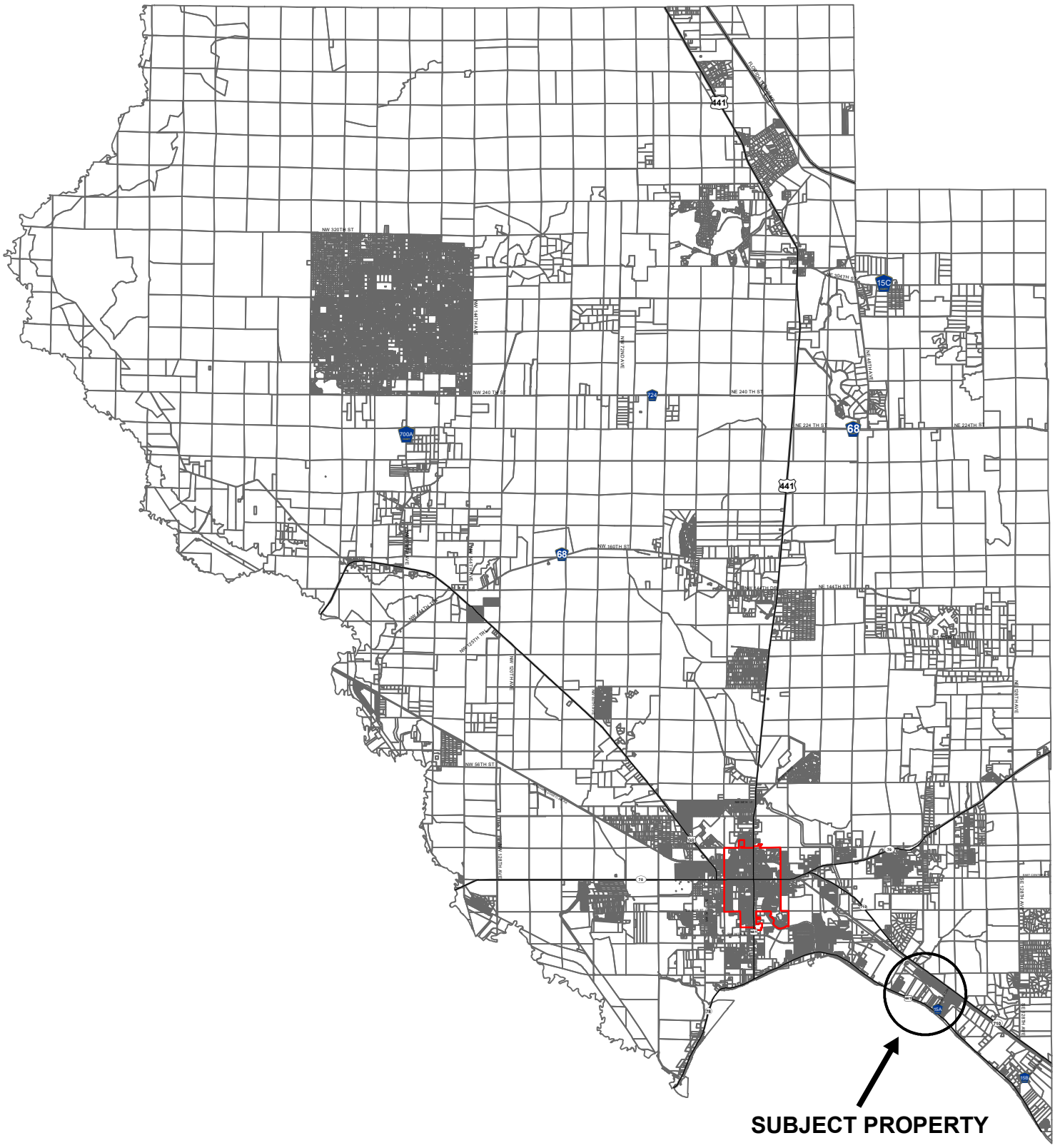
15. Whether the change suggested is out of scale with the needs of the neighborhood or the County. The proposed change and development blends with the current utilization of the neighborhood and is not out of scale with the County. The density and overall size of the proposed development will be smaller than many existing RV park businesses but will be of a higher quality and aesthetic appearance and street appeal, thereby improving the neighborhood and the County. The demand for RV spaces in the County also currently far outpaces the supply of RV spaces, so this proposed change and development will allow the County to benefit from increased taxes and tourism while the neighborhood benefits from increased property values and a far nicer street aesthetic.

16. It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use. The districts already permitting such use cannot generate rental rates to support new development, or will not comply with applicable standards such as access and frontage to county or state roads, and other qualifications, or the areas within adequate sites are already utilized for said product and are not vacant.

If you have any additional questions about our project Please do not hesitate to reach out to us.

Regards,

David Deka



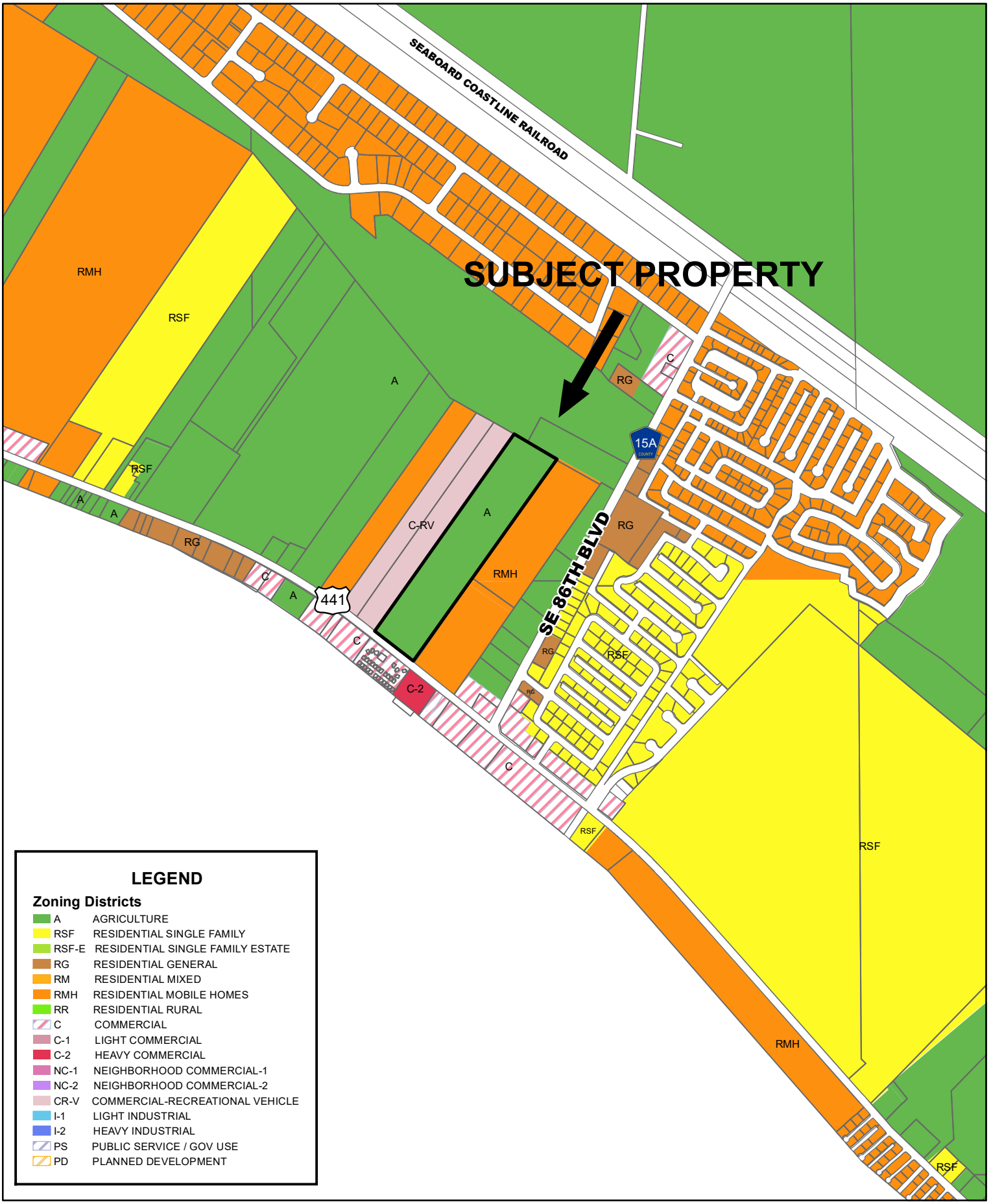
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

LOCATION MAP

PETITION #	*R-2607-0064*
APPLICANT:	*William G. Payne and Elizabeth Simonson*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

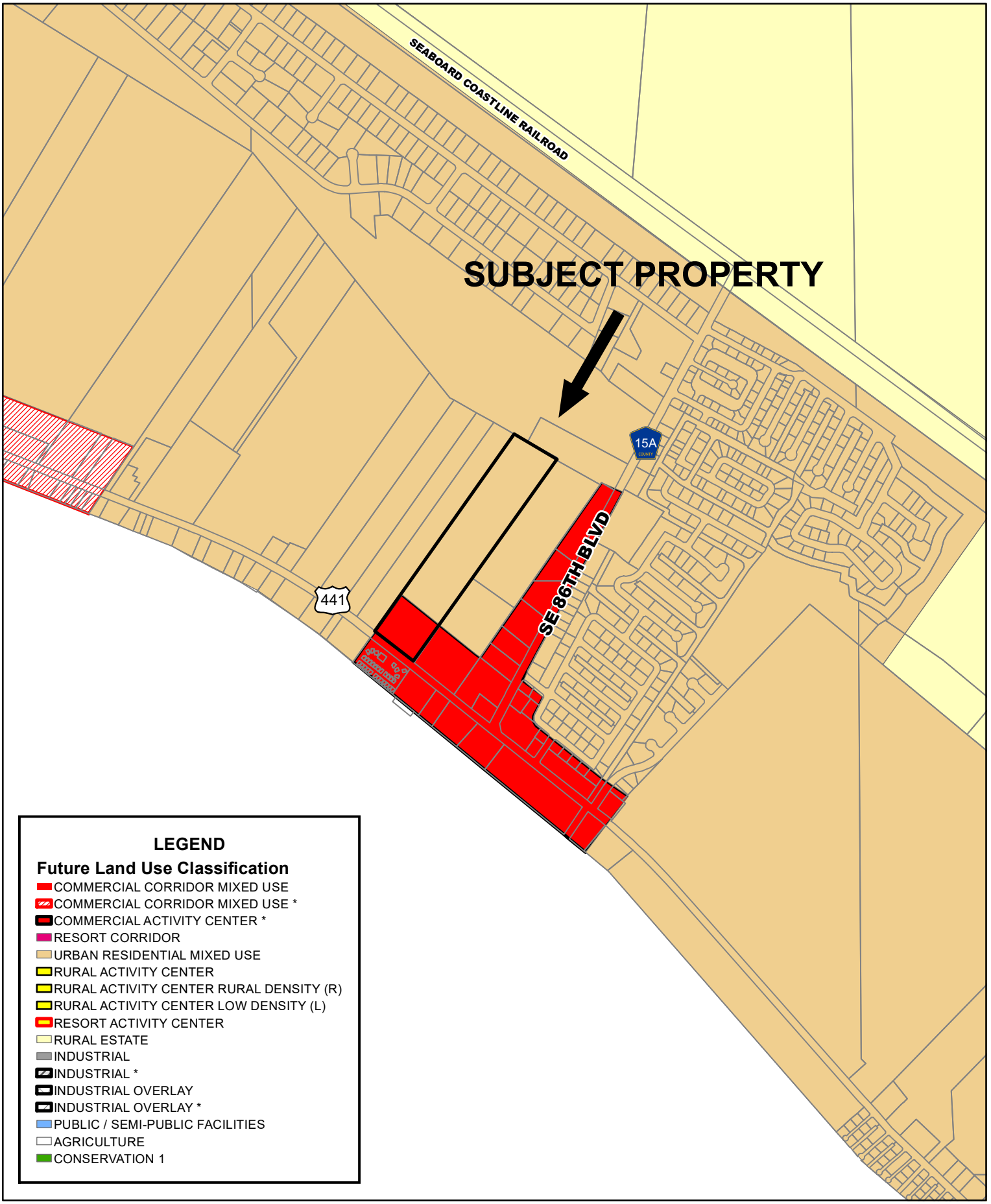
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

ZONING MAP

1 inch = 1,100 feet

PETITION #	*R-2607-0064*
APPLICANT:	*William G. Payne and Elizabeth Simonson*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

FUTURE LAND USE MAP

1 inch = 1,100 feet

PETITION #	*R-2607-0064*
APPLICANT:	*William G. Payne and Elizabeth Simonson*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

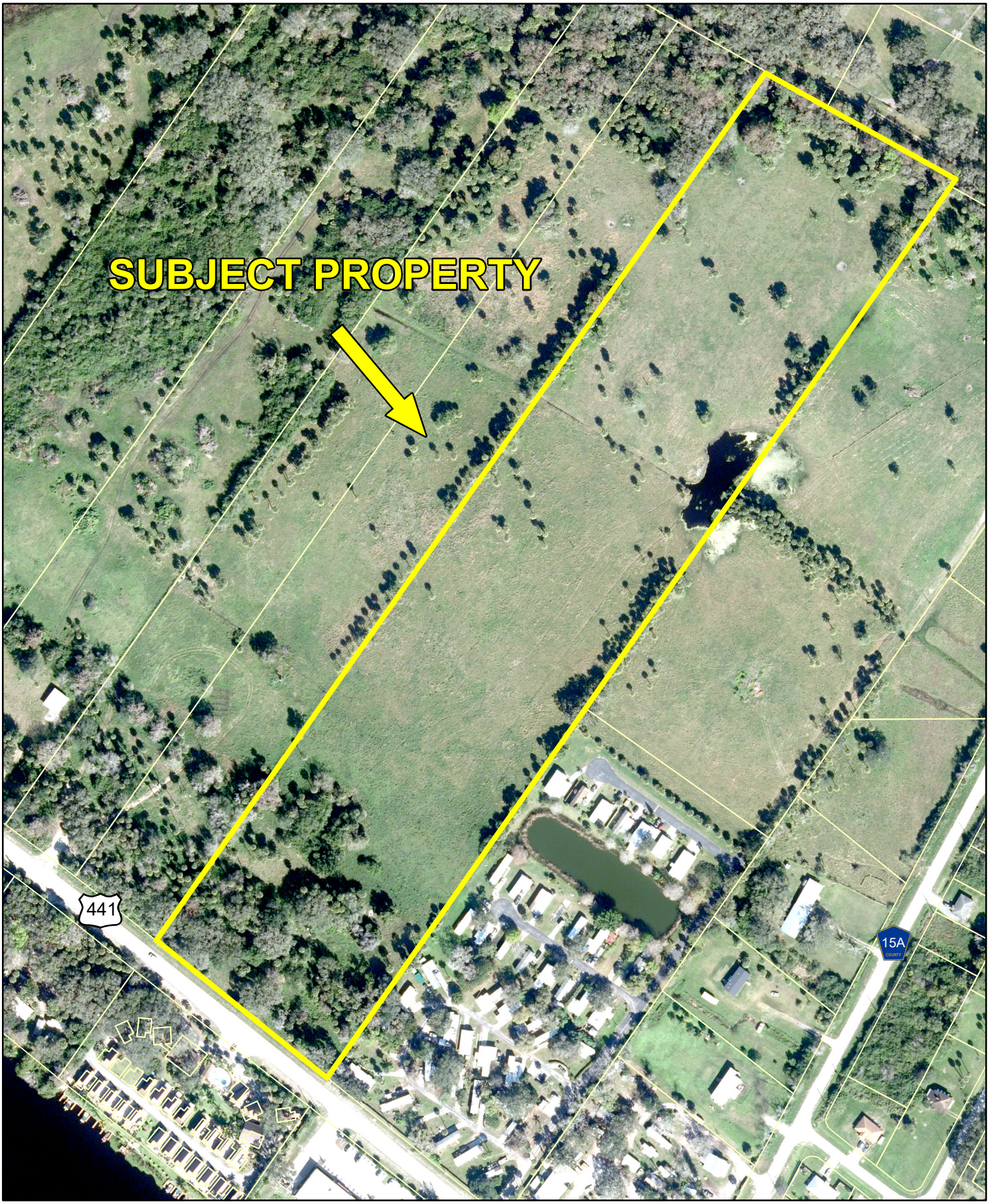
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 1,100 feet

PETITION #	*R-2607-0064*
APPLICANT:	*William G. Payne and Elizabeth Simonson*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 250 feet

PETITION #	*R-2607-0064*
APPLICANT:	*William G. Payne and Elizabeth Simonson*
DATE:	*September 2026*

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1267-OKC)

Department:Planning and Development
Category:Public Hearing
Prepared By: Dennis Murphy
Presenter: Dennis Murphy

SUBJECT: PUBLIC HEARING, PETITION R-2607-0066, CHANGE IN ZONING. REQUEST FOR A CHANGE IN ZONING FROM AGRICULTURE (A) TO RESIDENTIAL SINGLE FAMILY (RSF). THE PROPERTY OWNER IS WOLFF FARMS, LLC. THE APPLICANT IS LENNAR HOMES, INC. THE PROPERTY ADDRESS IS 1590 SW 28TH STREET. **(QUASI-JUDICIAL ITEM)**

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners conduct a public hearing and accept input from interested parties; and adopt Ordinance 2026-R-0345 granting the request for a change in zoning from Agriculture (A) to Residential Single Family (RSF).

BACKGROUND:
PUBLIC HEARING, Petition R-2607-0066, Change in Zoning. Request for a change in zoning from Agriculture (A) to Residential Single Family (RSF). The property owner is Wolff Farms, LLC. The applicant is Lennar Homes, Inc.. The property address is 1590 SW 28th Street, with frontage on SW 28th Street and SW 32nd Street.

The petition property is 75 acres (more or less), and the proposed use is a new residential development (single family, detached) that will include up to 199 lots. The site plan for the proposed development will be processed separate from this request for change in zoning. The current Future Land Use designation is URMU (Urban Residential Mixed Use) and does not require any amendment for land use consistency purposes.

ATTACHMENT:
R-2607-0066 Wolff Farms - staff report (26.10.08) v1.pdf
R-2607-0066, Ordinance 2026-R-0345, Wolff Farms 4912-0931-4515 v1.pdf
R-2607-0066, Applicant Submittal.pdf

R-2607-0066, Map Series.pdf

Okeechobee County Board of County Commissioners
October 8, 2026
Staff Report and Recommendation
Public Hearing, Petition R-2607-0066, Change in Zoning.

GENERAL NARRATIVE:

On September 22, 202, the Planning & Zoning Commission held a public hearing on the petition of Wolff Farms, LLC and accepted public comments about the proposed change in zoning. At that hearing, and in addition to the applicant's representatives, there was one member of the public who spoke about the petition and the potential impacts that it may have to certain adjacent properties. Following Board discussion on the item, the Planning and Zoning Commission voted 5-1 to recommend that Board of County Commissioners find the petition of Wolff Farms, LLC, consistent with the County Comprehensive Plan; the criteria for consideration in any request for a change in zoning as set out in the Land Development Regulations and that petition be **approved**.

SUMMARY DESCRIPTION:

Request:	Change in zoning from Agriculture (A) to Residential Single-Family (RSF).
Location:	The Petition site lies between SW 28th Street and SW 32nd Street, approximately ½ mile west of US 441.
Property area:	Approximately 75 acres.
Current FLU:	URMU (Urban Residential Mixed Use) (maximum density 12 du/ac)
Current zoning:	Agriculture (A)
Requested zoning:	Residential, Single-Family (RSF).
Proposed use:	199 single-family homes. (avg lot size 6,500 sq feet) (individual sizes will vary)

The petition property lies between SW 28th Street and SW 32nd Street, approximately ½ mile west of US 441. The site is currently vacant.

To immediate north/northeast of the petition property is the Osceola Middle School. As part of the site plan review process for this site, pedestrian use improvements along SW 28th Street will be explored with the applicant. Other uses surrounding the petition site include; scattered large lot residential use, vacant/ undeveloped lands and the Oak View Baptist Church complex.

Preliminary traffic impact reviews in the project area have not identified any general level of service deficiency. Area operational condition and site access needs into this site will be reviewed in detail as part of the site plan review process. At a minimum, one primary and one secondary access will be

required. As part of the site plan review process, to follow the rezoning process, traffic impact mitigation will be reviewed with the petitioner. Any development activity on this site will be subject to Okeechobee County Impact Fees.

The petition property is bifurcated by an existing 'wet' area (based on aerial map observations). As part of the site plan review process, the applicant will be requested to provide a wetland determination/ delineation, with appropriate assurances to be employed that either protects in place, or mitigates, this 'wet area' in accord with applicable County and State regulations.

The petition property is located within the designated utility service area of the Okeechobee Utility Authority, and water and sewer services will be required to be provided as part of the development of the site.

Surrounding the property is a mix of zoning classifications, including the RSF (Residential Single Family); RG (Residential General); A (Agriculture); PS (Public Services) Zoning Districts. The requested change in zoning to the RSF (Residential Single Family) zoning district is considered to be consistent with these other adjacent/existing classifications.

CONSISTENCY WITH COMPREHENSIVE PLAN:

The current Future Land Use designation is URMU (Urban Residential Mixed use) and as identified in the Land Use Consistency Matrix, Section 11.02.01 of the land development regulations, there is no need for any amendment to the Plan for land use consistency purposes.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS:

When recommending whether to change the zoning classification of land in the unincorporated areas of the County, the factors that the Planning Board shall consider include, where applicable, whether or not:

1. The proposed change is contrary to the established land use pattern;

   [Applicants Statement]

   The proposed project is not contrary to the established land use pattern. The parcel is across from an existing residential zoning and adjacent to several acres zoned agriculture with established home sites along with a middle school and a couple of churches.

2. The proposed change would create an isolated district unrelated to adjacent and nearby district;

   [Applicants Statement]

The proposed change in zoning will not create an isolated district and is related to several parcels within the area. The parcel is adjacent to residential single-family parcels to the west, also adjacent to Osceola Middle School and within close proximity to South Elementary.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;

   [Applicants Statement]

   The proposed change in zoning and the establishment of a residential single-family subdivision will not over tax the load on public facilities. The proposed subdivision will connect directly to SW 28th Street and SW 32nd Street. The site will be serviced by water and sewer through Okeechobee Utility Authority.

4. Exiting district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

   [Applicants Statement]

   The existing boundaries are not illogically drawn, the request in zoning change is necessary for the development of a residential single subdivision. This zoning is a correct fit for this area and is less intense than multi-family zoning.

5. The proposed change would be contrary to the Proposed Land Use Plan and would have an adverse effect on the Comprehensive Plan;

   [Applicants Statement]

   The proposed change in zoning falls within the guidelines of the Comprehensive Plan established by Okeechobee County.

6. Changed or changing conditions make the passage of the proposed amendment necessary;

   [Applicants Statement]

   The proposed change in zoning is required to develop the property to the highest and best use of a residential single-family subdivision with 199 lots.

7. The proposed change will adversely influence living conditions in the neighborhood;

   [Applicants Statement]

The proposed change will not adversely influence the living conditions within the surrounding area. The adjacent parcels to the west are currently established single-family home sites within agriculture zoning. Parcels to the north are developed with Osceola Middle School and churches to the east and south. This development will be less intense than previously proposed projects with larger lots and connections to both collector roadways.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

   [Applicants Statement]

   The proposed change in zoning will not create excessive traffic congestion or affect public safety. The proposed use is for a 199-lot residential single-family subdivision which will have direct access off of both SW 28th Street and SW 32nd Street.

9. The proposed change will create a drainage problem;

   [Applicants Statement]

   The proposed change in zoning and the development of the parcel to a residential single-family subdivision will not create a drainage problem; with development of the parcel the stormwater and drainage systems will be maintained on-site.

10. The proposed change will seriously reduce light an air to adjacent areas;

    [Applicants Statement]

    The proposed change will not seriously reduce light an air to adjacent property owners. The adjacent properties are currently developed with churches, schools and large tracts of land with single family homes; therefore, this proposed subdivision will direct lighting to stay on-site.

11. The proposed change will adversely affect property values in the adjacent area;

    [Applicants Statement]

    The proposed change in zoning should add value to the adjacent and surrounding properties, with the development of a residential single-family subdivision.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations;

    [Applicants Statement]

    The proposed change in zoning should encourage further development within the surrounding area.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

    [Applicants Statement]

    The change in zoning would not grant a special privilege. The property is located within an area that is within close proximately to existing schools, churches large tract residential homes and agriculture activities.

14. There are substantial reasons why the property cannot be used in accord with existing zoning;

    [Applicants Statement]

    The current zoning of agriculture (A), does not allow for the residential subdivision of lots less than 5 acres in area, therefore a change in zoning to residential single-family is necessary (RSF), for smaller lots.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the County;

    [Applicants Statement]

    The change in zoning is compatible with the surrounding area. There are agriculture activities adjacent and single-family subdivisions within the area, along with schools and churches.

16. It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.

    [Applicants Statement]

    As it is not impossible, very few sites are currently zoned Residential Single Family (RSF) within the County for the establishment of new subdivision with right of way connections to collector roads along with water and sewer connections.

County staff has reviewed the applicant's assertions, as stated above, for consistency with the Okeechobee County Comprehensive Plan and Land Development Regulations. We concur with the

general position of the petitioner that this proposed change in zoning would not be in conflict with the County Comprehensive Plan or the Standards for Rezoning as set out in the Okeechobee County Land Development Regulations.

It should be noted, that in considering this request for ***Change in Zoning***, the applicant will remain subject to all applicable Okeechobee County Development Codes and Standards and that as part of the Site Plan Review Process, off-site mitigation improvements may be required to offset any impacts from the final development plans for the proposed use of this property.

RECOMMENDATION

Attached is a copy of Ordinance 2026-R-0345, that, if approved, would provide for the requested change in zoning.

County staff recommends the petition of Wolff Farms LLC, (through their applicant Lennar Homes, Inc. for a change in zoning from Agriculture (A) to Residential Single-Family (RSF), **be approved**.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

Ordinance No. 2026-R-0345

AN ORDINANCE TO AMEND ORDINANCE 92-20 (LAND DEVELOPMENT REGULATIONS OF OKEECHOBEE COUNTY, FLORIDA), TO PROVIDE FOR AN AMENDMENT TO THE ZONING ATLAS; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Okeechobee County Land Development Regulations provide for zoning classifications by use of a zoning atlas which is defined to be a part of said Ordinance; and

WHEREAS, each approved request for a zoning amendment constitutes a change to the zoning atlas and accordingly an amendment to the Okeechobee County Land Development Regulations; and

WHEREAS, a request to rezone certain real property located in Okeechobee County, Florida and described more particularly in this Ordinance has been presented to the Board of County Commissioners; and

WHEREAS, the Planning Board having received Petition R-2607-0066, an application for a change in zoning, having conducted a duly noticed public hearing on September 22, 2026, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises; and having made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners having received the application for the requested change in zoning, having conducted a duly noticed public hearing, having heard argument of the parties and all interested persons appearing and wishing to be heard, having received evidence submitted by the applicants, having reviewed the staff report and being otherwise fully advised in the premises, and having received a recommendation from the Planning Board.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Okeechobee County, Florida:

SECTION 1. That the zoning of the real property described below and bearing a zoning classification of Agriculture (A) be hereby changed to Residential Single Family (RSF).

The property is located at 1590 SW 28th Street. All property is located within Okeechobee, Florida, and is more particularly described as follows:

A PORTION OF THE SW 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA. LESS AND EXCEPT RIGHT-OF-WAY (R/W) FOR DURRANCE ROAD AND WOLFF ROAD. LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (ORB) 157, PAGE 411, ORB 184, PAGE 775, ORB 224, PAGE 587 AND ORB 298, PAGE 1237, ALL OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE AFORESAID SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 35 EAST, THENCE PROCEED SOUTH 00°10'58" EAST ALONG THE EAST LINE OF SAID SE 1/4 OF THE SW 1/4, A DISTANCE OF 300.01 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LAND DESCRIBED IN ORB 224, PAGE 587 AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°10'58" EAST ALONG SAID EAST LINE OF THE SE 1/4 OF THE SW 1/4, A DISTANCE OF 978.90 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY (R/W) LINE OF SW 32ND STREET (50 FEET WIDE); THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°44'15" WEST ALONG SAID NORTH R/W LINE, A DISTANCE OF 2638.66 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE AFORESAID SECTION 28; THENCE DEPARTING SAID NORTH R/W LINE, RUN NORTH 00°16'42" WEST ALONG SAID WEST LINE, A DISTANCE OF 1237.27 FEET TO THE INTERSECTION WITH THE SOUTH R/W LINE OF SW 28TH STREET (50 FEET WIDE); THENCE DEPARTING SAID WEST SECTION LINE, RUN NORTH 89°24'02" EAST ALONG SAID R/W LINE, A DISTANCE OF 887.63 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LAND DESCRIBED IN ORB 298, PAGE 1237; THENCE DEPARTING SAID SOUTH R/W, RUN SOUTH 00°44'50" EAST, A DISTANCE OF 306.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 89°24'02" EAST, A DISTANCE OF 144.50 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°44'50" WEST, A DISTANCE OF 306.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN ORB 298,PAGE 1237, BEING A POINT ON THE AFORESAID SOUTH R/W LINE OF SW 28TH STREET; THENCE RUN NORTH 89°24'02" EAST ALONG SAID SOUTH R/W LINE, A DISTANCE OF 1435.66 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LANDS DESCRIBED IN ORB 224, PAGE 587; THENCE DEPARTING SAID SOUTH R/W LINE, RUN SOUTH 00°10'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 273.72 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°27'30" EAST, A DISTANCE OF 173.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN ORB 224, PAGE 587 AND THE POINT OF BEGINNING.
CONTAINING 73.17 ACRES MORE OR LESS

SECTION 2. That the Official Zoning Atlas as established by the Okeechobee County Land Development Regulations is hereby amended to reflect the change in zoning classification for the real property described herein.

SECTION 3. That this Ordinance shall take effect upon being filed in the office of the Secretary of State of Florida in the manner prescribed by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Okeechobee County, Florida the 8th day of October, 2026.

_____

David Hazellief, Chairman
Board of County Commissioners
Okeechobee County, Florida

Attest:

_____

Jerald D. Bryant, Clerk of the Circuit Court and Comptroller
Okeechobee County, Florida

Approved as to form and legality:

_____

Gemma Torcivia, County Attorney

Okeechobee County Community Development Dept. 1700 NW 9th Avenue, Suite A Okeechobee, FL 34972 Phone (863) 763-5548 planning@okeechobeecountyfl.gov	Date:	Petition No.
	Fee Paid:	Petition No.
	1st Hearing:	2nd Hearing:
	Publication Dates:	
	Notices Mailed:	Jurisdiction: Unincorporated County

Uniform Land Use Application

Rezone • Special Exception • Variance • Small Scale CPA

OWNER

✔	
	Name of property owner(s): Wolff Farms LLC
	Name of applicant(s) if other than owner: Lennar
	Relationship to owner:

PROPERTY

✔	
	Property address / directions to property: 1590 SW 28th St, Okeechobee FL 34974
	Indicate current use of property: Single Family Home and agriculture pasture
	Describe improvements on property, including number/type of dwellings and whether occupied (if none, so state): Single Family Home Site
	Approximate number of acres: 74.87 Is property in a platted subdivision? No
	Is there a current or recent use of the property that is/was a violation of county ordinance? If so, describe: No
	Have there been any land use applications concerning all or part of this property in the last year? If so, indicate date, nature and applicant's name: No
	Is a sale subject to this application being granted? Yes
	Is the subject parcel your total holdings at that location? If not, describe the remaining or intended uses: Yes
	Describe adjoining land uses / improvements to the North: Improve Pasture and Middle School
	South: Single Family Home, Church East: Church West: Single Family Homes, imp pasture
	Existing zoning: A - Agriculture Future Land Use classification: URMU - Urban Res Mixed Use
	Actions Requested: (X) Zoning Change ( ) Special Exception ( ) Variance ( ) SSCPA
	Parcel Identification Numbers: 1-28-37-35-0A00-00050-0000

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

Signature | Gregory J. Pitt | 7-15-26

Printed Name | Date

REZONE	Current zoning classification: A - Agriculture Requested zoning classification: RSF - Res Single Family
	What is your desired permitted use under the proposed class: 199 lot - single family subdivision
	If granted, will the new zone be contiguous with a like zone? Yes, the parcels to the north are zoned residential single family
	Is a Special Exception necessary for your intended use? No Variance? No

SP EXCEPTION	Describe the Special Exception sought:
	Provide specific LDR ordinance citation:
	Are there other similar uses in the area? If so, describe:
	Why would granting your request be in the best interest of the area and residents?
	If business, briefly describe nature including number of employees, hours, noise generation and activities to be conducted outside of a building:

VARIANCE	Describe Variance sought:
	Describe physical characteristic of property that makes variance necessary:
	Did you cause or contribute to the characteristic? If so, describe:
	What is the minimum variance necessary?

SSCPA	Current future land use classification:
	Requested future land use classification:
	What is your desired use with this new classification?

July 15, 2026

Community Development
1700 NW 9th Ave
Okeechobee, FL 34972

Dear Bill Royce,

I am writing to request a change in zoning for a parcel of land located at 1590 SW 28th Street, which is currently designated as agriculture (A) zoning. We propose to change the zoning to residential single-family (RSF) for the development of a community comprising 199 home sites within the 75-acre parcel.

The proposed development will be conveniently accessed from two collector roads, ensuring adequate transportation flow and connectivity for residents. Additionally, the site is strategically located across the street from Osceola Middle School, making it an ideal environment for families and enhancing community integration.

We plan to include sidewalks throughout the development to promote pedestrian safety and connectivity within the neighborhood. The proposed lot sizes will vary, with widths of 56 feet and 66 feet, and depths of 120 feet, allowing for a diverse range of residential options while maintaining the community's aesthetic appeal.

We believe that this development aligns with the community’s growth objectives and will provide much-needed housing options for families in our area. We are committed to adhering to all planning and zoning regulations, ensuring that our project enhances the local environment and meets the needs of future residents.

We appreciate your consideration of our request and look forward to discussing this proposal further. Please feel free to contact me if you need any additional information or have any questions.

Thank you for your attention to this matter.

Sincerely,

Jennifer S. Busbin

Director
3112 US Hwy 441, Suite 102, Okeechobee, FL 34974
863.900.4141

1. The proposed change is contrary to the established land use pattern;

   The proposed project is not contrary to the established land use pattern. The parcel is across from an existing residential zoning and adjacent to several acres zoned agriculture with established home sites along with a middle school and a couple of churches.

2. The proposed change would create an isolated district unrelated to adjacent and nearby district;

   The proposed change in zoning will not create an isolated district and is related to several parcels within the area. The parcel is adjacent to residential single-family parcels to the west, also adjacent to Osceola Middle School and within close proximity to South Elementary.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;

   The proposed change in zoning and the establishment of a residential single-family subdivision will not over tax the load on public facilities. The proposed subdivision will connect directly to SW 28th Street and SW 32nd Street. The site will be serviced by water and sewer through Okeechobee Utility Authority.

4. Exiting district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

   The existing boundaries are not illogically drawn, the request in zoning change is necessary for the development of a residential single subdivision. This zoning is a correct fit for this area and is less intense than multi-family zoning.

5. The proposed change would be contrary to the Proposed Land Use Plan and would have an adverse effect on the Comprehensive Plan;

   The proposed change in zoning falls within the guidelines of the Comprehensive Plan established by Okeechobee County.

6. Changed or changing conditions make the passage of the proposed amendment necessary;

   The proposed change in zoning is required to develop the property to the highest and best use of a residential single-family subdivision with 199 lots.

7. The proposed change will adversely influence living conditions in the neighborhood;

   The proposed change will not adversely influence the living conditions within the surrounding area. The adjacent parcels to the west are currently established single-family home sites within

agriculture zoning. Parcels to the north are developed with Osceola Middle School and churches to the east and south. This development will be less intense than previously proposed projects with larger lots and connections to both collector roadways.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

   The proposed change in zoning will not create excessive traffic congestion or affect public safety. The proposed use is for a 199-lot residential single-family subdivision which will have direct access off of both SW 28th Street and SW 32nd Street.

9. The proposed change will create a drainage problem;

   The proposed change in zoning and the development of the parcel to a residential single-family subdivision will not create a drainage problem; with development of the parcel the stormwater and drainage systems will be maintained on-site.

10. The proposed change will seriously reduce light an air to adjacent areas;

    The proposed change will not seriously reduce light an air to adjacent property owners. The adjacent properties are currently developed with churches, schools and large tracts of land with single family homes; therefore, this proposed subdivision will direct lighting to stay on-site.

11. The proposed change will adversely affect property values in the adjacent area;

    The proposed change in zoning should add value to the adjacent and surrounding properties, with the development of a residential single-family subdivision.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations;

    The proposed change in zoning should encourage further development within the surrounding area.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

    The change in zoning would not grant a special privilege. The property is located within an area that is within close proximately to existing schools, churches large tract residential homes and agriculture activities.

14. There are substantial reasons why the property cannot be used in accord with existing zoning;

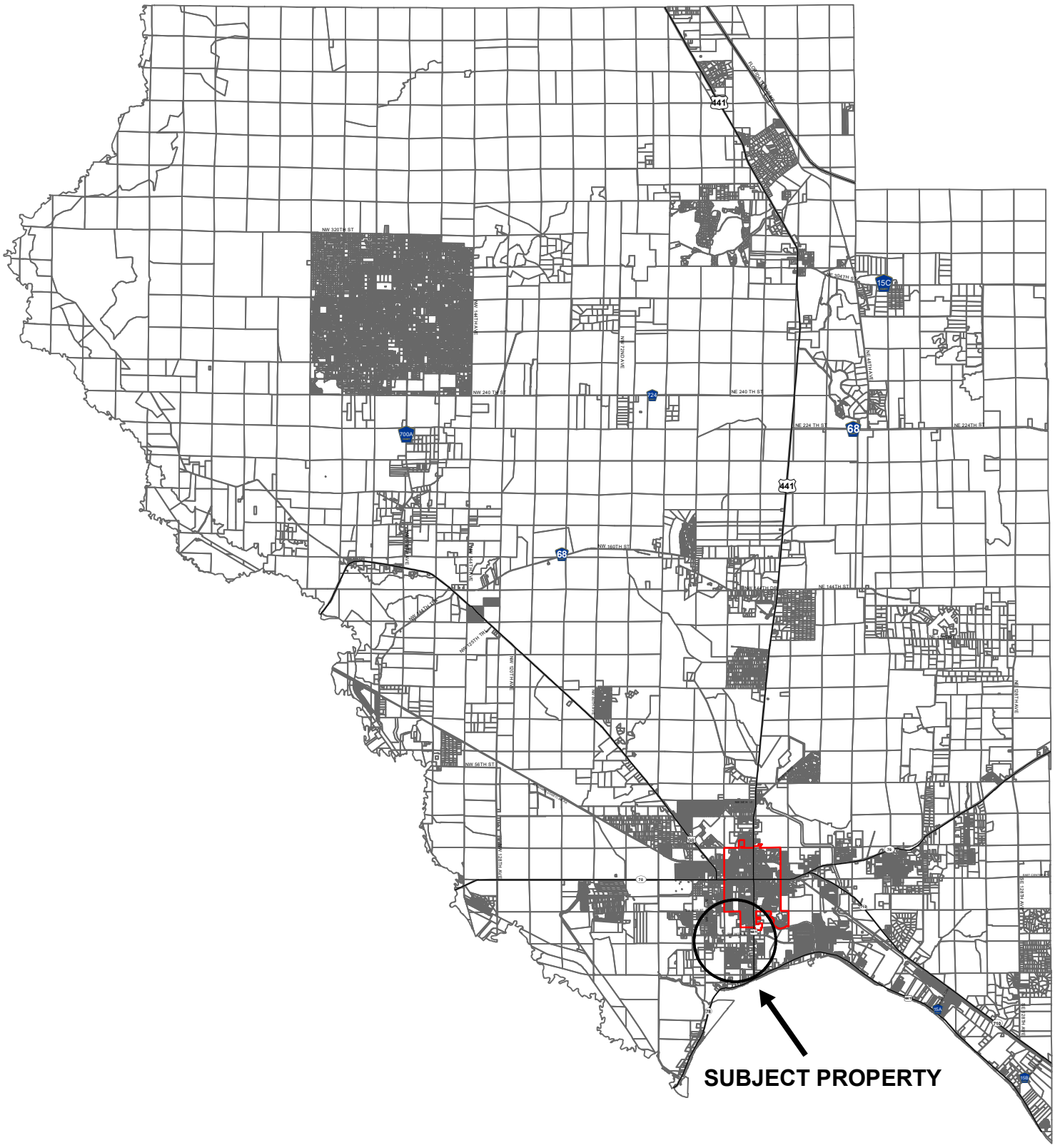
    The current zoning of agriculture (A), does not allow for the residential subdivision of lots less than 5 acres in area, therefore a change in zoning to residential single-family is necessary (RSF), for smaller lots.

15. Weather the change suggested is out of scale with the needs of the neighborhood or the County;

    The change in zoning is compatible with the surrounding area. There are agriculture activities adjacent and single-family subdivisions within the area, along with schools and churches.

16. It is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.

    As it is not impossible, very few sites are currently zoned Residential Single Family (RSF) within the County for the establishment of new subdivision with right of way connections to collector roads along with water and sewer connections.



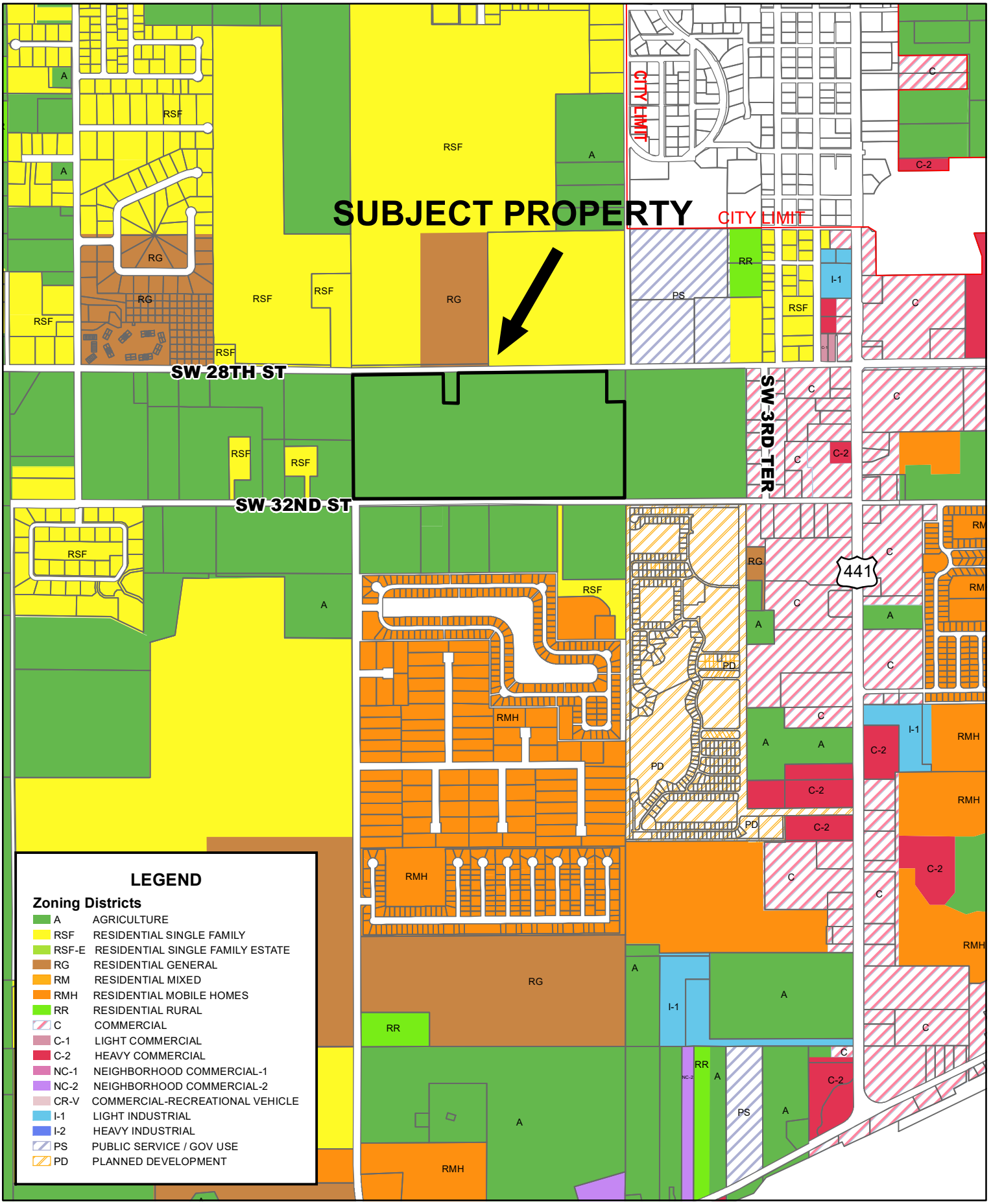
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

LOCATION MAP

PETITION # *R-2607-0066*
APPLICANT: *Wolff Farms, LLC.*
DATE: *September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

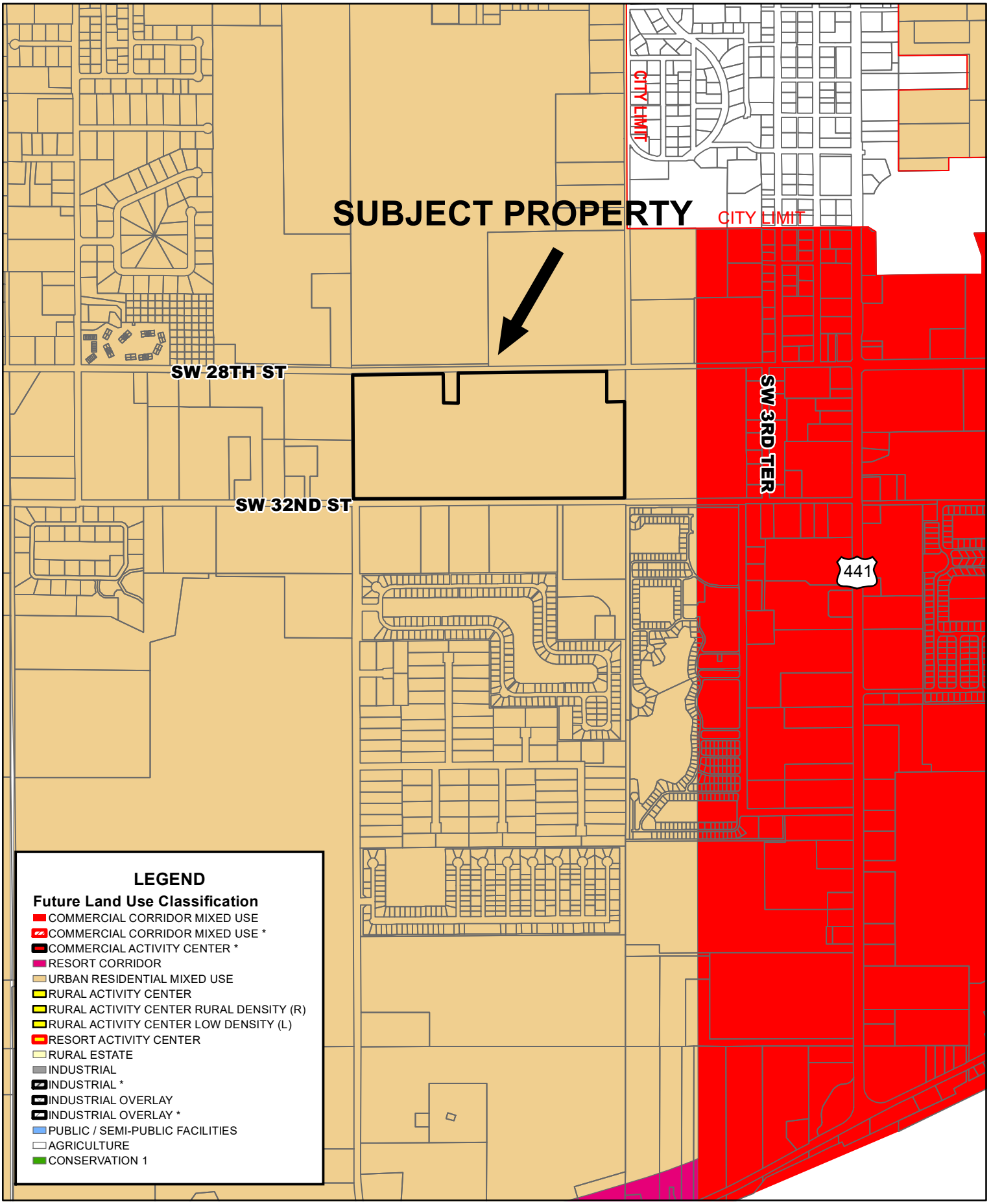
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

ZONING MAP

1 inch = 1,200 feet

PETITION # *R-2607-0066*
APPLICANT: *Wolff Farms, LLC.*
DATE: *September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

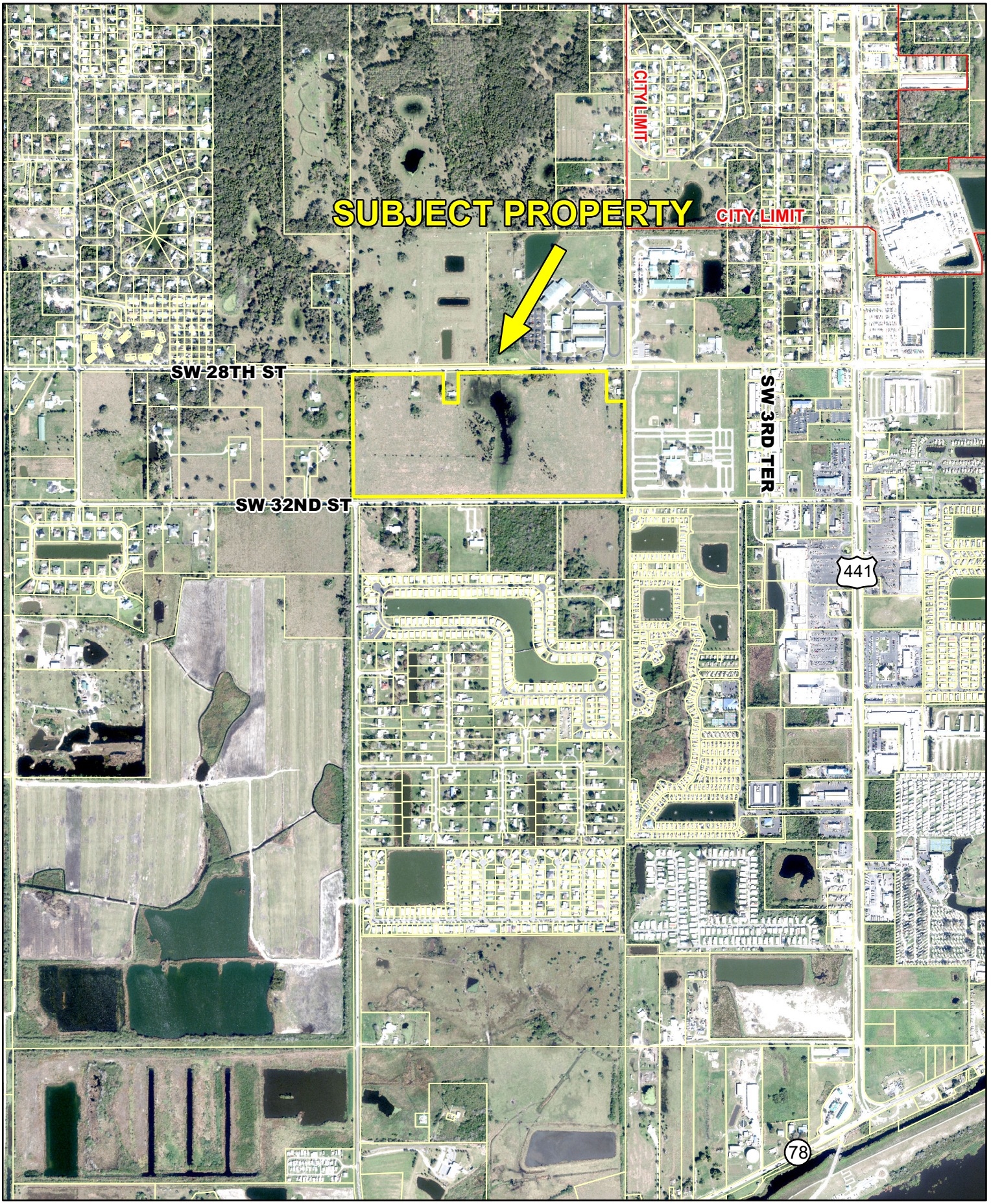
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

FUTURE LAND USE MAP

1 inch = 1,200 feet

PETITION #	*R-2607-0066*
APPLICANT:	*Wolff Farms, LLC.*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

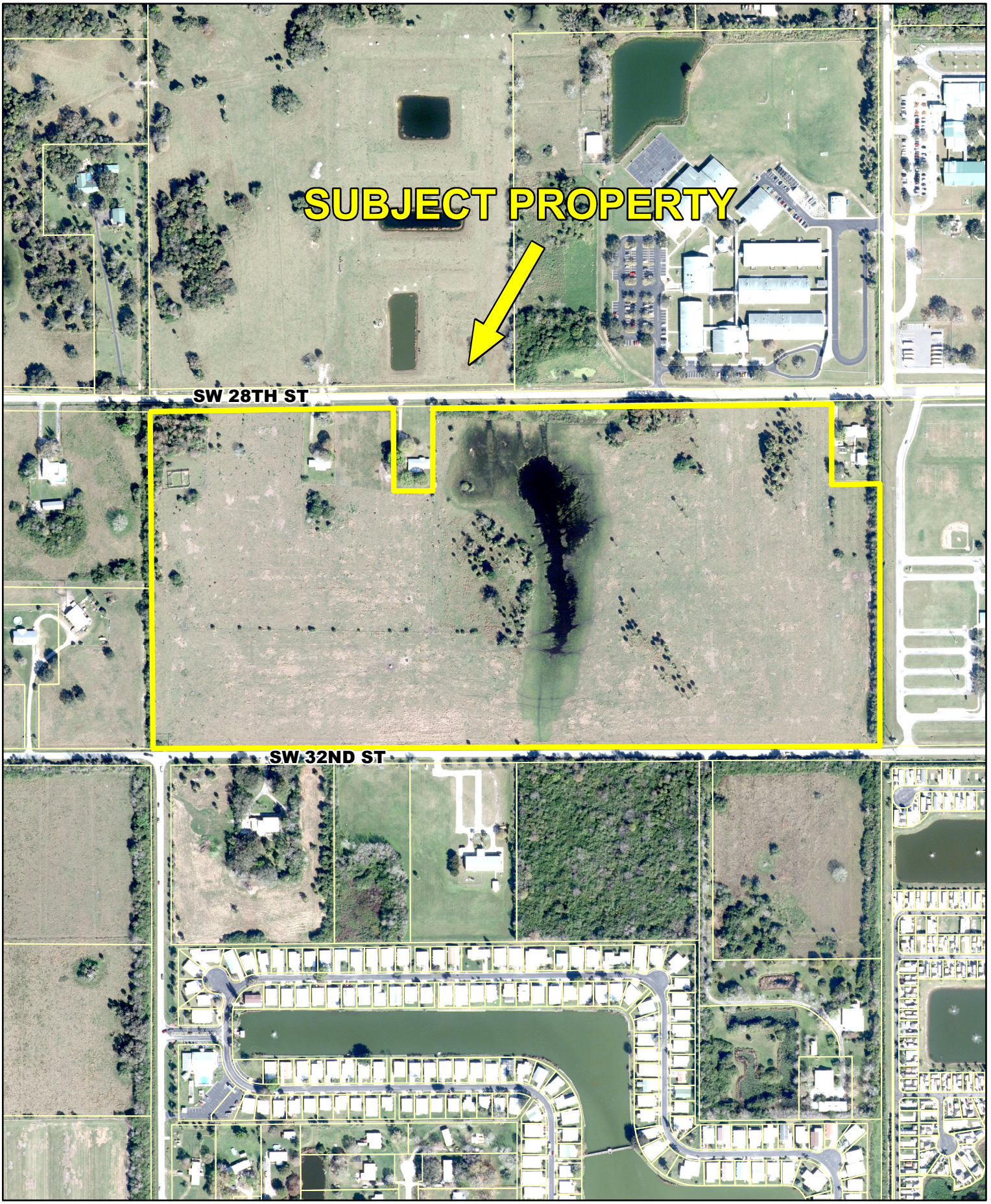
SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 1,200 feet

PETITION #	*R-2607-0066*
APPLICANT:	*Wolff Farms, LLC.*
DATE:	*September 2026*



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE AND THE COMMUNITY DEVELOPMENT DEPARTMENT DO NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

SOURCES: OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE
OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPT

OKEECHOBEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

AERIAL MAP

1 inch = 450 feet

PETITION #	*R-2607-0066*
APPLICANT:	*Wolff Farms, LLC.*
DATE:	*September 2026*

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1242-OKC)

Department:Capital Improvement
Category:Action Item
Prepared By: Susan Thomas
Presenter: Stefan Matthes

SUBJECT: WORK AUTHORIZATION WITH KIMLEY-HORN & ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPEMNT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM (IRP) FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT #MS019 (BRIDGE RESILIENCY) AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE.

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:

The Work Authorization with Kimley-Horn & Associates is $18,180. The Bridge Resiliency Project is supported by CDBG-DR Grant #MS019, with a total grant award of $2,720,000 and no County match required.

COUNTY ADMINISTRATOR RECOMMENDATION:

That the Board of County Commissioners approve a Work Authorization with Kimley-Horn & Associates in the amount of $18,180 to provide the required environmental documentation for the Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program (IRP) from the U.S. Department of Housing and Urban Development, Grant #MS019 (Bridge Resiliency), and authorize the County administrator to execute the Work Authorization.

BACKGROUND:

In June 2023, the County received bridge inspection reports from the Florida Department of Transportation (FDOT) identifying structural deficiencies requiring corrective action at seven County bridges: 914001, 914021, 914022, 914023, 914024, 914025, and 914027. The Board of County Commissioners subsequently authorized Kimley-Horn & Associates, one of the County's continuing services professional engineering consultants, to review the bridge conditions and develop construction repair plans. The Engineer's estimate of probable construction cost for repairs to all seven bridges is approximately $3,300,000.

The County began pursuing grant funding for the bridge repairs in late 2024. In January 2026, the

County was awarded $2,720,000 through the CDBG-DR Rebuild Florida Infrastructure Repair Program for repairs to five of the seven bridges.

As a condition of the grant, environmental documentation must be completed and submitted prior to the release of grant funds. The County requested a proposal from Kimley-Horn & Associates, the Engineer of Record for the bridge repair plans, to prepare the required environmental documentation. Kimley-Horn submitted a proposal in the amount of $18,180 to complete the required submittal. The scope and fee have been reviewed by the County Engineer and determined to be fair and reasonable for the services to be provided.

Grant Information:

Grant: CDBG-DR Rebuild Florida Infrastructure Repair Program (IRP)
Grant #.: MS019
Funding Agency: U.S. Department of Housing and Urban Development
Pass-Through Agency: FloridaCommerce
Grant Award: $2,720,000
County Match: 0%

Grant Start Date: 04/01/2026
Grant End Date: 04/30/2030

ATTACHMENT:
KH - Work Authorization.pdf
CEST Checklist_8.2025.pdf

WORK AUTHORIZATION

Bridge Rehabilitation CEST Environmental Services

Pursuant to that certain Master Agreement for Professional Engineering Continuing Services effective the 9th day of July, 2026, (hereinafter the "Master Agreement") by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and KIMLEY-HORN AND ASSOCIATES, INC., a Foreign Profit Corporation registered to conduct business in Florida (hereinafter "CONSULTANT"), the parties agree as follows:

1. Scope of Services: CONSULTANT shall be responsible for providing and shall provide the services described in the Scope of Services, which is set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the Master Agreement and the terms and conditions set forth in Exhibit "A" to this WORK AUTHORIZATION shall be resolved in favor of the body of the Master Agreement.

2. Payment: In consideration of the performance of the Scope of Services, the COUNTY agrees to pay CONSULTANT for all work actually performed, at the rate or basis described in Exhibit "A" to the Master Agreement. The estimated cost for each component Task is set forth in Exhibit "B", which is attached hereto and incorporated here by reference; provided that in no event shall the Payment to CONSULTANT exceed $18,180.00. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. The CONSULTANT shall, 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 CONSULTANT. For purposes of the COUNTY's purchasing cap, the $18,180.00 authorized by this WORK AUTHORIZATION shall be aggregated with the $167,790.00 authorized for the same Bridge Repair project under the prior Bridge Repair Design Work Authorization and Purchase Order No. 58238, for a combined project authorization amount of $185,970.00.

3. Timing for Completion: CONSULTANT will supply the Scope of Services in accordance with the review and approval sequence described in Exhibit "A".

4. Project Manager: The COUNTY's Project Manager for this WORK AUTHORIZATION is Stefan K. Matthes, P.E.. CONSULTANT's Project Manager for this WORK AUTHORIZATION is Jerry M. Piccolo, P.E.

5. Master Agreement: This WORK AUTHORIZATION shall be subject to the terms, conditions, and provisions of the Master Agreement.

6. Other:

   a. If a portion of the funding for this Agreement is derived from the State of Florida, or a department of the State of Florida, or from federal funding, the provisions of this sub-paragraph shall apply, provisions elsewhere in the Master Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the COUNTY'S Project Manager to determine whether Federal or State funding is applicable to this Agreement. For this WORK AUTHORIZATION, the services relate to the County's HUD grant.

   b. **E-Verify Compliance.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subcontractors or subconsultants an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

c. The name and email address of the COUNTY's Custodian of Public Records as listed in the Master Agreement is **OKEECHOBEE COUNTY ADMINISTRATOR; publicrecords@okeechobeecountyfl.gov.**

d. **Prior Project Documents and Purchasing Cap.** This WORK AUTHORIZATION is additional work for the same Bridge Repair project previously authorized under the Bridge Repair Design Work Authorization and Purchase Order No. 58238. The August 6, 2026 Bridge Rehabilitation CEST Environmental Services proposal provides the additional grant-related scope incorporated as Exhibits "A" and "B" below. The prior and current Work Authorization amounts are cumulative solely for purposes of identifying the total amount applied toward the COUNTY's purchasing cap.

(SIGNATURE PAGE FOLLOWS)

OKEECHOBEE COUNTY, a political subdivision of the State of Florida

By: _____
Jessica Bezares
COUNTY ADMINISTRATOR

ATTEST:

_____
JERALD D. BRYANT
CLERK OF CIRCUIT COURTS & COMPTROLLER
BOARD OF COUNTY COMMISSIONERS

Date executed by COUNTY: _____

_____
Signature of Witness

Mary K. Brinson
Printed Name of Witness

ATTEST:

_____
Signature of Secretary

Chris Hollen, P.E. Vice President
Printed Name of Secretary

Date executed by CONSULTANT: 08/31/2026

KIMLEY-HORN AND ASSOCIATES, INC.

by _____
Brian Good as its Senior Vice President and Authorized Agent

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

Kimley»Horn

EXHIBIT B

COMPENSATION

The County agrees to pay and the Consultant agrees to accept for services rendered pursuant to fees in accordance with the following:

A. Professional Services Fee: The basic compensation mutually agreed upon by the Consultant and the County follows:

Lump Sum Tasks

Task Description	Fee
Task 1 - Categorical Exclusion (CATEX) Subject to 58.5 (CEST)	$ 18,180

FLORIDACOMMERCE

Environmental Review Checklist: Categorically Excluded Subject to §58.5

ver. 8/2025

Related forms and information can be found on the FloridaCommerce environmental website. HUD worksheets are located on the HUD Exchange website. (*Note: There are two forms; one designed to be completed by the responsible entity (local government) while the other designed to be completed by consultants.)*

To ensure the smoothest and fastest approval process, the completed draft Environmental Review Record (ERR) should be submitted to FloridaCommerce for review prior to the Certifying Officer signature and publication of the Concurrent public notice.

In some cases, the RE may be required to obtain certain permits (e.g., Section 404, FDOT, etc.) prior to certifying the environmental review if the permit is the mechanism used to demonstrate compliance with an aspect of the 24 CFR Part 58 requirements.

For Tiered projects, refer to Tiered Environmental Review Guidance for an explanation of tiered reviews and their application.

General Information

- ☐ **STOP - Before proceeding further, ensure no work has started and the only funds expended have been for activities listed in the Exemption Certification.** (*Note: This includes all portions of the project whether funded with HUD or non-HUD funds; see 24 CFR 58.22(a)*)
- ☐ Verify the Certificate of Exemption or Categorical Excluded Not Subject to Section 58.5 for HUD funded projects has been submitted to FloridaCommerce and acknowledged as complete.
- ☐ Verify project activities are Categorically Excluded Subject to §58.5 (CEST) under 24 CFR 58 Subpart D
- ☐ Verify that any permits required prior to finalizing the review have been issued and are included in the draft ERR.
- ☐ Verify that all relevant documentation is included for each Compliance Factor.
- ☐ Verify all forms are filled out completely and that the review is complete.
- ☐ Verify that all maps, pictures, etc. are legible and provided in color if necessary to convey compliance.
- ☐ Verify that all maps include the project location(s) with clearly indicated project boundaries.
- ☐ If the Certifying Officer (CO) is not the chief elected official (e.g., Mayor or Chair), verify there is a valid Delegation of Authority in place and include a copy in the ERR.

Consulting with the Agencies

- ☐ Depending on the scope of the project, ensure the appropriate federal, state, and local agencies are contacted (e.g., SHPO, federally recognized tribes, EPA, US Fish and Wildlife Service, State Clearinghouse, Water Management District, Regional Planning Council, etc.)
- ☐ Ensure that initial consultation requests include a detailed project description, anticipated project activities, maps, and photographs as needed.
- ☐ Ensure consulted agencies are provided adequate time to comment/respond. (*Clearinghouse is 45-60 days, all other agencies at least 30 days, no time limit for Endangered Species Act consults*)
- ☐ Include the following documentation in the ERR:
  - ☐ Initial correspondence letters and/or emails (agency letterhead & emails)
  - ☐ All attachments or enclosed documents referenced in the correspondence

- ☐ Delivery tracking information (USPS, FedEx, UPS, read and/or delivery receipts for emails)
- ☐ Any response correspondence along with any attachments included from the agency
- ☐ Any special conditions or mitigation requirements

Evaluate and Document Compliance with Related Laws and Authorities

Evaluate and document compliance with all HUD-required Laws and Authorities. See the attached Statutory Compliance Checklist portion of this document following the section on Finalizing the ERR. FloridaCommerce encourages subrecipients to submit the completed draft ERR after documenting compliance with all requirements listed in the Statutory Compliance Checklist section (and the Floodplain and Wetlands Notices section, if the 8-Step Decision-Making process is required).

Floodplain & Wetland Notices *[24 CFR 55.20]*

Early Floodplain/Wetlands Notice

Early Floodplain/Wetlands notices may be published in a local news medium for 1 calendar day OR on an appropriate government website for 15 calendar days.

- ☐ Ensure title reflects it is the Early [Floodplain and/or Wetland] notice
- ☐ Ensure correct dates are indicated (e.g., date of publication, public comment period end date)
- ☐ Ensure a legible copy of the notice is included in the ERR
- ☐ Notice published in a printed news medium or applicable government website that is accessible to individuals with disabilities and provides meaningful access for individuals with Limited English Proficiency (*may not be posted*)
- ☐ If published in a local news medium, provide a notarized statement from news medium verifying date of publication
- ☐ If published on a government website, provide a screenshot of the publication that includes the date and web address (URL) and verification the notice appeared on the website for 15 calendar days.
- ☐ Ensure all interested parties, including federal, state, and local agencies, were provided a copy of the notice at the time of publication in order to comment (see 24 CFR 55.20, step 2). Document in the 8-Step.
- ☐ Ensure a 15 (+1) day comment period was provided
- ☐ If applicable, include all public comments and agency responses in the 8-Step.

Final Floodplain/Wetland Notice

Final Floodplain/Wetlands notices may be published in a local news medium for 1 calendar day OR on an appropriate government website for 7 calendar days.

- ☐ Ensure title reflects that it is for the Final [Floodplain and/or Wetland] notice
- ☐ Ensure correct dates are indicated (e.g., date of publication, public comment period end date)
- ☐ Ensure a legible copy of the notice is included in the ERR
- ☐ Notice published in a news medium or applicable government website *(may not be posted)*
- ☐ If published in a local news medium, provide a notarized statement from news medium verifying date of publication

- ☐ If published on a government website, provide a screenshot of the publication that includes the date and web address (URL) and verification the notice appeared on the website for 7 calendar days.
- ☐ Provide a notarized statement from news medium or RE verifying date(s) of publication
- ☐ Ensure all interested parties, including federal, state, and local agencies, were provided a copy of the notice at the time of publication in order to comment (see 24 CFR 55.20, step 2). Document in the 8-Step.
- ☐ Ensure a 7 (+1) day comment period was provided
- ☐ If applicable, include all public comments and agency responses in the 8-Step.

Finalizing the ERR

☐ Prior to finalizing the review (CO certification of the CEST form), submit the draft ERR to the FloridaCommerce environmental team.

☐ **Finalize the environmental compliance determination**

- ☐ After addressing any FloridaCommerce comments related to the draft ERR, complete the CO sections of the CEST form, including the CO's signature, printed name, title, and signature date.
- ☐ Determine if the CEST converts to Exempt, per 58.34(a)(12). If it does convert to Exempt, the final public notice is not required.

☐ **Publish (or post) and distribute the Notice of Intent to Request Release of Funds (NOI/RROF) public notice** (If the review does not convert to exempt)

Notice Published in a news medium or government website:

- ☐ Correct dates are indicated (e.g., date of publication, public comment end date)
- ☐ Provide a legible copy of the notice
- ☐ Notarized statement from the news medium(s) verifying the date of publication (if published in printed news media)
- ☐ Screenshot that includes the website URL and date
- ☐ Statement from the RE verifying the dates of publication
- ☐ 7 (+1) day comment period provided
- ☐ Document if public comments were received and responded to

Notice Posted:

- ☐ Posted in multiple locations throughout the affected community (e.g., community centers, post office, public/government buildings).
- ☐ Notarized statement for each location notice posted including date posted
- ☐ Pictures of each location notice was posted
- ☐ 10 (+1) comment period provided
- ☐ Document if public comments were received and responded to

☐ **Submit the Request for Release of Funds and Certification (RROF, HUD form 7015.15)**

- ☐ Complete the HUD Request for Release of Funds and Certification form dated 04/30/2027 provided, ensuring all appropriate sections are complete, to include:
  - ☐ Grant number
  - ☐ Agency information
  - ☐ Project location

- ☐ Project description (include all HUD and non-HUD funding amounts)
- ☐ Appropriate box checked on page 2 verifying the project “did” or “did not” require an EIS
- ☐ Certifying Officer signature, printed name and date
- ☐ Submit the RROF to FloridaCommerce along with the Delegation of Authority (if appropriate and not previously provided)

Statutory Compliance Checklist

Airport Clear Zones *[24 CFR Part 51 Subpart D]*

- ☐ HUD Airport Hazards worksheet completed?
- ☐ Verify if project is located within 2,500' of a civilian airport.
- ☐ Verify if project is located within 15,000' of a military airport.
- ☐ Provide maps with project location indicated
- ☐ If applicable, agencies contacted? (e.g., U.S. EPA, Florida DEP)
- ☐ Include all documentation for this compliance factor in the review
- ☐ Ensure compliance has been met
- ☐ Is any mitigation required?

Coastal Barrier Resources Act *[16 U.S.C. 3501]*

- ☐ HUD Coastal Barrier Resource System (CBRS) worksheet completed?
- ☐ Verify if project is located in a CBRS unit (Note: only specific types of projects may be performed in a CBRS unit).
- ☐ Provide CBRS map with project location indicated.
- ☐ If applicable, agencies contacted? (e.g., U.S. EPA, Florida DEP)
- ☐ Include all documentation for this compliance factor in the review
- ☐ Ensure compliance has been met
- ☐ Is any mitigation required?

Flood Insurance *[42 U.S.C. 4001-4128 and 42 U.S.C 5154a]*

If applicable:

- ☐ HUD Flood Insurance worksheet completed?
- ☐ Provide copy of National Flood Insurance information.
- ☐ Provide a FEMA FIRM map to include the effective date and project location indicated.
- ☐ If applicable, agencies contacted?
- ☐ Include all documentation for this compliance factor in the review
- ☐ Ensure compliance has been met
- ☐ Is any mitigation required?

Clean Air Act *[Sections 176(c) and (d), and 40 CFR 6, 51, 93]; NESHAP requirements for asbestos*

- ☐ HUD Clear Air/Air Quality worksheet completed?
- ☐ Clean Air map with project location in ERR
- ☐ Determine if project is located in a county designated "Nonattainment" or "Maintenance".

If applicable:

- ☐ Provide Air pollution reports located on U.S. EPA website "Green Book National Area and County-Level Multi-Pollutant Information".
- ☐ Determine if project located in a county with National Ambient Air Quality Standards (NAAQS) pollutants?
  - ☐ If yes, provide the following:

- ☐ County information
- ☐ Criteria pollutants
- ☐ Status

☐ If applicable, agencies contacted? (e.g., U.S. EPA)
☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Coastal Zone Management *[16 U.S.C. Statute 1456. Coordination and cooperation (Section 307)]*

☐ HUD Coastal Zone Management worksheet completed?
☐ Agencies contacted? (e.g., Florida State Clearinghouse- State.Clearinghouse@floridadep.gov) *(Note: All projects are required to get clearance from consultation with the FDEP State Clearinghouse)*
☐ 45-60 day comment period provided?
☐ Any permits required?
☐ Coastal Zone map with project location indicated
☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Contamination and Toxic Substances *[24 CFR Part 58.5(i)(2)]*

☐ HUD Hazardous and Toxic worksheet completed?
☐ Was a Phase I (or Phase II as needed) completed?
☐ If a current, valid Phase I Environmental Site Assessment is not available, provide a map of all EPA facilities from U.S. EPA NEPAssist website within 3,000' of the project location boundaries and a map of all National Priority List (NPL) superfund sites within 1 mile.
  - ☐ Provide a clearance determination to show the facilities within the applicable ASTM-standard search radii do not pose a risk to the occupants or the intended use of the project site. Alternatively, all facilities within 3,000 feet (1 mile for NPL superfund sites) may be evaluated.
  - ☐ Provide any necessary additional reports (e.g., toxic discharge, brownfield clearance)

☐ If a current, valid Phase I Environmental Site Assessment is not available, provide a map of facilities from FDEP Contamination Locator Map website within 3,000' of the project location boundaries.
  - ☐ Provide clearance documentation or a written determination for each facility to show contamination does not pose a risk to the occupants or the intended use of the project site.
  - ☐ Determine if mitigation is required. If yes, provide documentation

If applicable:

☐ Determine if structure is to be occupied for 4 hours or more per day and thus risks exposure to radon hazards.
  - ☐ If yes, include documentation of radon testing and, if applicable, any mitigation measures to be implemented.

☐ If applicable, agencies contacted? (e.g., U.S. EPA, FDEP)
☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Endangered Species *[50 CFR 402]*

- ☐ HUD Endangered Species worksheet completed?
- ☐ Complete the U.S. FWS Information for Planning and Consultation (IPaC) report.
  - ☐ Include IPaC species List
  - ☐ Include the output from completion of the appropriate IPaC Determination Key
- ☐ Determine if a Biological Assessment is required?

If a Section 7 (formal) consultation is required, provide to the U.S. FWS:

- ☐ An affects determination for species that may occur within the proposed project footprint as listed in the official IPaC species list
- ☐ Copy of the Biological Assessment
- ☐ Project description
- ☐ Description and map of the action area

- ☐ Provide map to document Bald Eagle Nests within 1 mile of the project boundaries using the Audubon Florida EagleWatch Public Nest App
  - ☐ Verify if there is a nest within a 1-mile radius of the project location(s) or activities.
  - ☐ Are nests visible from the project location(s) or activities?
  - ☐ Are nests located within 660 feet of the project location(s) or activities?
    - ☐ If yes to either of the above two questions, refer to the Eagle Technical Assistance website.
- ☐ Include all documentation for this compliance factor in the review
- ☐ Ensure compliance has been met
- ☐ Is any mitigation required?

Explosives *[24 CFR Part 51 Subpart C]*

- ☐ HUD Explosive and Flammable Hazards worksheet completed?
- ☐ Does the project include the installation of new or replacement above ground storage tanks (AGSTs)?
- ☐ Does project type require compliance review for nearby AGSTs?
- ☐ Refer to 24 CFR Part 51, Subpart C to determine if Acceptable Separate Distance calculations should be calculated.
- ☐ If applicable, agencies contacted?
- ☐ Include all documentation for this compliance factor in the review
- ☐ Ensure compliance has been met
- ☐ Is any mitigation required?

Farmlands Protection *[7 CFR 658]*

- ☐ HUD Farmland Protection worksheet completed?
- ☐ Determine if project includes activities that could result in a change in land use from agricultural to non-agricultural.
- ☐ Determine if project is in a census-designated urban area or otherwise exempt location.
- ☐ If not in an urban area and the activities are of the type that could convert vacant land to another use, include a soil map from the USDA Natural Resources Conservation Services (NRCS) Web Soil Survey. Include:
  - ☐ Project location and project area boundaries

- ☐ Soil information
- ☐ Presence of Prime farmland, Unique farmland or farmland of statewide importance? (Refer to the "Soil Reports" tab)
- ☐ Will project convert Prime, Unique or farmland of statewide importance?

☐ If applicable, Farmland Conversion Impact Rating form completed?
☐ If applicable, agencies contacted? (e.g., USDA NRCS)
☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Floodplain Management *[24 CFR 55 & EO11988]*

☐ HUD Floodplain worksheet completed?
☐ Determine whether the proposed action is located in a Federal Flood Risk Management Standard (FFRMS) floodplain using the 0.2-percent-annual-chance floodplain data or the Freeboard Value Approach, include documentation.
☐ Provide a FEMA FIRM map to include the effective date and project location indicated on the map.

If applicable:

☐ Complete the 8-step decision making process (or 5-Step, as appropriate) under 24 CFR 55.20
☐ Copy of Floodplain notices provided to FEMA at: FEMA-R4EHP@fema.dhs.gov
☐ Verify if community is a participant in the National Flood Insurance Program (NFIP).
☐ Agencies contacted? (e.g., FEMA, Water Management Districts, Regional Planning Council) *(Note: U.S. Fish and Wildlife Service is excluded from notification of the Floodplain notices)*

For all projects:

☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Historic Preservation *[36 CFR Part 800]*

☐ HUD Historic Preservation worksheet completed?

If applicable:

☐ See 36 CFR Part 800 and HUD Notice CPD 12-006.
☐ Property appraiser information
☐ Historical district maps, if applicable

If SHPO contacted:

- ☐ Refer to "Contacting Agencies" section to document the process for contacting SHPO
- ☐ Letter on RE letterhead, indicate 30-days to respond from date of receipt and signed by RE
- ☐ Refer to the Florida SHPO's Minimum Review Documentation Requirements for a complete list of consultation requirements, including:
  - ☐ A detailed description of the proposed activities and all other information listed under
  - ☐ Include information about the projects' immediate surroundings (e.g., historic district, neighborhood, buildings, etc.)
  - ☐ A Florida Master Site File (*Note: this document is not a clearance document from SHPO*)

- ☐ Site photographs
- ☐ Relevant historical events

If THPO contacted:

- ☐ Refer to the Tribal Directory Assessment Tool (TDAT) for tribal contact information based on the project location activities. (*Note: the TDAT website may have outdated contact information. Consider visiting the Tribe's official website to confirm that the contact information is up to date*.)
- ☐ Include a copy of TDAT results
- ☐ Refer to "Contact Agencies" section to document the process for contacting THPO
- ☐ Letter on RE letterhead, indicate 30-days to respond from date of receipt and signed by RE
- ☐ Ensure all tribal contacts for each tribe have been notified
- ☐ Include a detailed description of the proposed activities
- ☐ Include maps of project area(s) (e.g., service areas, topographic)
- ☐ Include SHPO response (if previously received)
- ☐ Include area of potential effect (APE)
- ☐ Include any surveys completed (e.g., cultural resource survey, historic property survey, etc.)

☐ Ensure SHPO and the Native American Tribes are contacted by the RE directly (not a consultant) as discussed in HUD Notice CPD 12-006.

☐ Include all documentation for this compliance factor in the review (e.g., emails, attachments, delivery and/or read receipts, etc.)

☐ Ensure compliance has been met

☐ Is any mitigation required?

Noise Abatement *[24 CFR Part 51 Subpart B]*

☐ HUD Noise Abatement and Control worksheet completed?

☐ Describe steps taken to reduce noise during construction and/or provide noise ordinance.

☐ If a residential project, are noise calculations required?

☐ If applicable, agencies contacted? (e.g., Florida DOT)

☐ Include all documentation for this compliance factor in the review

☐ Ensure compliance has been met

☐ Is any mitigation required?

Sole Source Aquifer *[40 CFR 149]*

☐ HUD Sole Source worksheet completed?

☐ Sole Source Aquifer map provided with project location(s).

☐ For projects located within or in close proximity to a Sole Source Aquifer:

- ☐ See the U.S. EPA Region 4 "Memorandum of Understanding"
- ☐ Complete the U.S. EPA's Region 4's Sole Source Aquifer (SSA) project review form
- ☐ Agencies contacted? (e.g., U.S. EPA)

☐ Include all documentation for this compliance factor in the review

☐ Ensure compliance has been met

☐ Is any mitigation required?

Wetland Protection *[24 CFR 55 & E011990]*

☐ HUD Wetland worksheet completed?
☐ U.S. FWS National Wetlands Inventory map provided.
☐ Ensure the U.S. FWS wetland map includes the effective date and project location.

If applicable:

☐ See 24 CFR 55.20 and Floodplain Management section regarding the 8-step Decision Management process
☐ Agencies contacted? (e.g., FEMA, Water Management Districts, Regional Planning Council) *(Note: U.S. Fish and Wildlife Service is excluded from notification of the Wetland notices)*
☐ Copy of Wetland notices provided to FEMA at: FEMA-R4EHP@fema.dhs.gov

For all projects:

☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Wild and Scenic Rivers *[Sections 7(b) and (c) of the Wild and Scenic Rivers Act]*

☐ HUD WSR worksheet completed?
☐ Wild & Scenic Rivers map with project location in ERR
  ☐ To locate WSR, click on "State of Florida" map or choose from list.
  ☐ Include maps and information for Loxahatchee & Wekiva Rivers.
☐ Nationwide Rivers Inventory map with project location in ERR
  ☐ To locate the NRI list, click on "Find Data", then State of Florida on U.S. Map
☐ Are there project impacts to designated rivers & river segments?
☐ Are there any adverse effects?
☐ Is project located within 1 mile of a WSR or a river indicated on the NRI list?
☐ If applicable, agencies contacted? (e.g., U.S. FWS, NPS)
☐ Include all documentation for this compliance factor in the review
☐ Ensure compliance has been met
☐ Is any mitigation required?

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1243-OKC)

Department:Public Works
Category:Action Item
Prepared By: Susan Thomas
Presenter: Stefan Matthes

SUBJECT: WORK AUTHORIZATION WITH APEX COMPANIES, LLC TO PROVIDE DESIGN AND PERMITTING SERVICES FOR NE 56TH AVENUE ROADWAY IMPROVEMENT PROJECT

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:

The Work Authorization with Apex Companies, LLC is $181,085.20 and will be funded by FDOT SCOP Grant #G3D67. The grant award is $200,000 with no County match required. The remaining grant balance after this Work Authorization is $18,914.80, subject to eligible grant expenditures.

COUNTY ADMINISTRATOR RECOMMENDATION:

That the Board of County Commissioners approve and execute a Work Authorization with Apex Companies, LLC in the amount of $181,085.20 to provide Design and Permitting services for the NE 56th Avenue roadway improvement project from NE 120th Street to NE 144th Avenue.

BACKGROUND:

The County was awarded funding through the Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) for improvements to NE 56th Avenue from NE 120th Street to NE 144th Avenue. The overall project funding for design and construction is $3,296,281.00 with construction funding anticipated to become available in FY 2027/28.

FDOT also awarded $200,000 under SCOP Grant # G3D67 to advance the design portion of the project. The County solicited pricing from two of its current Continuing Services Professional Engineering Consultants for the required design and permitting services. Apex Companies, LLC provided the most cost-effective proposal in the amount of $181,085.20. The scope and fee were reviewed by the County Engineer and determined to be fair and reasonable for the services to be provided.

Grant Information:

Grant: FDOT Small County Outreach Program (SCOP)
Grant #: G3D67
Financial Project #: 448763-1-34-01
CSFA #: 55.009
Grant Award: $200,000
County Match: 0%
Grant Start Date: 06/04/2025

Grant End Date: 06/30/2027

ATTACHMENT:
Okeechobee County FDOT SCOP 56th Ave Design & Permitting.pdf

WORK AUTHORIZATION

FDOT SCOP 56th Avenue Design and Permitting Project

FIN# 448763-1-34-01

Pursuant to that certain Master Agreement for Professional Engineering Continuing Services that began the 25th day of March, 2026, (hereinafter the "Master Agreement") by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and APEX COMPANIES, LLC, a Foreign Limited Liability Company registered to conduct business in Florida (hereinafter "CONSULTANT"), the parties agree as follows:

1. Scope of Services: CONSULTANT shall be responsible for providing and shall provide the services described in the Scope of Services, which is set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the Master Agreement and the terms and conditions set forth in Exhibit "A" to this WORK AUTHORIZATION shall be resolved in favor of the body of the Master Agreement. The Scope of Services shall include both curves within the project limits.

2. Payment: In consideration of the performance of the Scope of Services, the COUNTY agrees to pay CONSULTANT for all work actually performed, on the lump sum basis described in Exhibit "B" to this WORK AUTHORIZATION. The estimated cost for each component Task is set forth in Exhibit "B", which is attached hereto and incorporated here by reference; provided that in no event shall the Payment to CONSULTANT exceed $181,085.20. This amount includes $24,445.20 for Tierra (Geotechnical) under Task 1.5. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. The CONSULTANT shall, 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 CONSULTANT.

3. Timing for Completion: CONSULTANT will supply the Scope of Services in accordance with the schedule set forth in Exhibit "C"; provided, however, that notwithstanding the schedule set forth in Exhibit "C" or any contrary provision in Exhibit "A," the controlling completion date for this WORK AUTHORIZATION shall be June 1, 2027.

4. Project Manager: The COUNTY's Project Manager for this WORK AUTHORIZATION is Justin Nelson, Assistant County Administrator of Infrastructure and Transportation. CONSULTANT's Project Manager for this WORK AUTHORIZATION is John Glenn, P.E.

5. Master Agreement: This WORK AUTHORIZATION shall be subject to the terms, conditions, and provisions of the Master Agreement.

6. Other:

   a. For this WORK AUTHORIZATION, State of Florida funding is applicable because the project is an FDOT SCOP project as referenced as Exhibit "D". If a portion of the funding for this Agreement is derived from the State of Florida, or a 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 the Master Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the COUNTY'S Project Manager to determine whether Federal funding is also applicable to this Agreement.

      i. E-Verify. CONSULTANT shall utilize, and shall 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 CONSULTANT during the Term of this Agreement.

ii. Agency. CONSULTANT agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Governments 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, CONSULTANT shall indemnify and hold harmless the COUNTY, the Federal Government, and 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 CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing constrained 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. CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONSULTANT 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"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 $2,000,000 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.

vi. CONSULTANT 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 right or defenses the COUNTY or the State of Florida may have.

vii. Inspections. CONSULTANT 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.

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

b. If a portion of the funding for this Agreement is derived from the Federal Government or a department of the Federal Government, it shall be subject to the applicable federal funding requirements of the Master Agreement and any governing funding documents, provisions elsewhere in the Master Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the COUNTY'S Project Manager to determine whether such funding is applicable to this Agreement.

C. IF THE CONSULTANT 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, OKEECHOBEE COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; PUBLICRECORDS@OKEECHOBEECOUNTYFL.GOV; MAILING ADDRESS: 304 NW 2nd STREET, ROOM 123, OKEECHOBEE, FL 34972.

(Remainder of page intentionally blank)

OKEECHOBEE COUNTY, a political subdivision of the State of Florida

By: _____
David Hazellief, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
JERALD D. BRYANT
CLERK OF CIRCUIT COURTS & COMPTROLLER
BOARD OF COUNTY COMMISSIONERS

Date executed by COUNTY: _____

APEX COMPANIES, LLC

_____
Signature of Witness

John Glenn
Printed Name of Witness

by _____
By: MICHAEL GIARDULLO
DIVISION MANAGER

(CORPORATE SEAL)

ATTEST:

_____
Signature of Secretary

John Wood
Printed Name of Secretary

Date executed by CONSULTANT: September 3, 2026

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES FOR DESIGN & PERMITTING SERVICES FOR ROADWAY IMPROVEMENTS TO 56TH AVENUE FROM NE 120TH STREET TO NE 144TH AVENUE (FIN# 448763-1-34-01)

This scope of services provides for the engineering design and associated services required for the preparation of roadway plans for 56th Avenue from NE 120th Street to NE 144th Avenue (approximately 1.8 miles) in Okeechobee County, Florida.

GENERAL

The CONSULTANT shall provide and perform the following professional services which shall constitute the general scope of basic services under the covenants, terms, and provisions of the professional services agreement.

The CONSULTANT shall conduct surveys, evaluate design alternatives, prepare construction plans and specifications, cost estimates, bid documents, prepare applicable permit applications, and provide post design services detailed herein for the following roadway project:

The scope of this project includes roadway rehabilitation of 56th Avenue from NE 120th Street to NE 144th Avenue. Additionally necessary safety upgrades and drainage improvements will be evaluated throughout the project limits. It is assumed that the design of the safety upgrades, treatments, and/or drainage improvements will be included in the resurfacing construction plans, which will be bid as directed by the COUNTY as funding allows.

The CONSULTANT shall be cognizant of the available construction funding. The CONSULTANT shall endeavor to design the proposed improvements within the funding limits. If construction bids exceed funding limits, the CONSULTANT shall coordinate with the COUNTY to reduce or revise the improvements in an effort to bring construction costs within the funding limits.

The CONSULTANT shall provide the services listed herein and complete the project within 1 year from the Notice to Proceed (NTP). The approximate individual submittals are shown below:

TASKS

In accordance with the general scope of Basic Services stated herein, the CONSULTANT shall perform services necessary to complete the tasks listed below. Coordination meetings shall be held as necessary and considered inherent to the specific tasks. At a minimum, the following meetings will be conducted:

Project Kick-Off Meeting
60% Submittal Meeting
90% Submittal Meeting
Pre-Bid Meeting

TASK INDEX

1.0 56th Avenue

1.1 Survey
1.2 Design Services
  1.2.1 Roadway Analysis & FDOT Coordination
  1.2.2 Roadway Plans
1.3 Permitting
1.4 Utility Coordination
1.5 Geotechnical
1.6 Bidding Assistance

TASK 1.1 SURVEY

Survey work shall be performed under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. The CONSULTANT shall perform the following survey services:

- The CONSULTANT shall establish control points along 56th Avenue to establish horizontal and vertical control points at approximately 500-ft intervals.
- The CONSULTANT shall provide cross sections of the roadway at 100-ft intervals, extending 10-ft outside the right-of-way.
- The CONSULTANT shall collect topographic data for above-ground features within the project limits, including but not limited to utility poles, guy wires, fire hydrants, fences, signs, guardrail, mailboxes, pavement edges, driveways, culverts, cross drains, drainage structures, and other visible features necessary to support the design of the proposed improvements. The CONSULTANT shall locate geotechnical borings and limits of previous pavement repairs performed by the COUNTY.
- Prepare a digital terrain model (DTM) for use in design.

The horizontal data will be State Plane Coordinate, Florida East Zone, North American Datum of 1983 (2011 adjustment), feet. The vertical data will be North American Vertical Datum 1988 (NAVD88), feet.

TASK 1.2 DESIGN SERVICES

The CONSULTANT shall perform the general tasks necessary for the proper performance of the project. These tasks are not explicitly detailed in the other tasks of this scope and include, but are not limited to, general coordination and meetings, contract maintenance, and providing progress updates.

The CONSULTANT shall perform necessary design services in accordance with guidelines established in the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards (MUMS aka "Florida Greenbook") and if applicable the AASHTO Guidelines for Geometric Design of Low-Volume Roads. Any deviations from the Florida Greenbook or AASHTO Guidelines shall require concurrence and approval from the COUNTY as the owning, operating, and maintaining entity. The CONSULTANT shall perform the following roadway analysis and design services:

Task 1.2.1 Roadway Analysis & FDOT Coordination

The CONSULTANT shall perform general roadway analysis and design services in support of the roadway plan production. Such services may include, but are not limited to, evaluation of drainage

impacts, roadside safety issues, roadside safety treatments, and conflicts with other existing features and facilities.

The CONSULTANT shall perform a pavement analysis including evaluation of the existing pavement condition and determination of proposed pavement section in accordance with the FDOT Flexible Pavement Design Manual. The CONSULTANT shall also evaluate deficient areas within the existing roadway to determine if and where remedial actions are necessary and provide recommendations to the COUNTY.

Signing and pavement markings shall be analyzed, and improvements recommended in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The CONSULTANT shall analyze and prepare a Temporary Traffic Control Plan (TTCP) at a level of detail and complexity consistent with a Phase 1 TTCP as described in the FDOT Design Manual section 921.1(1).

The CONSULTANT shall prepare an engineer's opinion of probable cost with the 60%, 90%, 100% and final submittals. Cost shall be determined based on FDOT cost history and best available local construction bid costs.

The CONSULTANT shall coordinate with the COUNTY and FDOT as necessary to obtain a "Design Complete Memo" from FDOT. This will include submission of plans, specifications, and cost estimates into the FDOT Electronic Review Comment (ERC) System at the 60%, 90%, 100%, and final submittal phases. The CONSULTANT shall respond in writing to all COUNTY and FDOT comments as well as make applicable plan, bid package, and cost estimate revisions. The CONSULTANT shall coordinate plan submittals and comment responses in the ERC with the COUNTY.

The CONSULTANT shall prepare the final bid documents and specifications associated with the project. The document will be reviewed by both the COUNTY and FDOT.

Task 1.2.2 Roadway Plans

The CONSULTANT shall prepare construction plans of the proposed improvements in general accordance with the FDOT Design Manual (FDM). It is anticipated that the plan set will include the following sheets:

- Key sheet
- Summary of pay items
- Typical sections
- Roadway rehabilitation details
- General notes
- Project layout
- Survey control
- Plan and profile sheets (including signing and pavement marking and erosion control)
- Drainage details (if necessary)
- Cross sections
- Traffic control sheets

Plan submittals shall be made at the 60%, 90%, 100%, and final phase of design for review and comment by the COUNTY and FDOT. For the 60%, 90%, 100% and final phase of design submittals, the deliverables shall include:

- One .pdf file of the plans provided via email or cloud storage link
- Design files (.dwg and/or .dgn format)
- Other documents as specified herein
- Up to eight (8) hardcopies, if requested

TASK 1.3 PERMITTING

Based on the anticipated nature of the proposed resurfacing/reconstruction improvements, the project is expected to qualify for an Environmental Resource Permit (ERP) exemption from the Southwest Florida Water Management District (SWFWMD). The CONSULTANT shall review the proposed improvements and applicable SWFWMD regulations to verify eligibility for an exemption. The CONSULTANT shall prepare and submit the necessary exemption request package to SWFWMD, including supporting exhibits, plans, drainage information, and other documentation required by the agency.

The CONSULTANT shall coordinate with SWFWMD throughout the review process, respond to agency requests for additional information, and provide supplemental documentation as necessary to support the exemption determination. The CONSULTANT shall provide the final exemption confirmation to the COUNTY for inclusion in the project records.

Should SWFWMD determine that the project does not qualify for an exemption and requires an Environmental Resource Permit (ERP), preparation of permit application materials, supporting studies, permit drawings, responses to requests for additional information, permit coordination, permit fees, and any other services associated with obtaining an ERP shall be considered Additional Services and are not included in the fee proposed herein. Such services shall be provided only upon written authorization from the COUNTY.

The CONSULTANT will conduct a protected species survey (PSS) within the project corridor to assess potential occurrence of state and federal listed species. The survey will be conducted in accordance with methodologies accepted by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS). The methodology and findings, including locations of observed protected species and management plans if applicable, will be summarized in a protected species survey report format suitable to meet the permitting requirements of Okeechobee County, FWC, and FWS. Species specific wildlife surveys (including but not limited to Florida bonneted bat, Big Cypress fox squirrel, bald eagle, gopher tortoise, and crested caracara) which may have seasonal requirements or specific methodologies, wildlife monitoring, agency permitting, and/or relocations are not included in this task. These services, if required by the regulatory agencies, will require a supplemental agreement.

TASK 1.4 UTILITY COORDINATION

The CONSULTANT shall identify potential Utility Agency Owners (UAO) within the project limits and request the location of existing facilities. Following the 60% plan submittal, the CONSULTANT shall send the proposed construction plans to the UAOs requesting any utility adjustment plans in "Red Green Brown" (RGB) format. Any existing utility locations and proposed utility adjustments provided by the UAOs shall be depicted on the roadway plans. The CONSULTANT shall coordinate and attend one (1) utility coordination meeting if necessary for the proposed improvements. All utility relocations (with the exception of minor adjustments to above ground apparatuses such as manholes, valves, and fire hydrants) shall be designed and

constructed by others. Please note, the CONSULTANT makes no representation on the accuracy of information provided by the UAOs and cannot guarantee their prompt cooperation.

TASK 1.5 GEOTECHNICAL

Geotechnical services in support of 56th Avenue rehabilitation project are being provided via SUB-CONSULTANT. These services are described in Attachment 1 to Exhibit "A".

TASK 1.6 BIDDING ASSISTANCE

The CONSULTANT shall provide assistance during bidding of the project. Assistance during bidding shall include attendance at pre-bid meetings, responses to questions during bidding, and contractor bid evaluation, as necessary.

EXHIBIT "B"

COMPENSATION AND METHOD OF PAYMENT FOR DESIGN & PERMITTING SERVICES FOR ROADWAY IMPROVEMENTS TO 56TH AVENUE FROM NE 120TH STREET TO NE 144TH AVENUE (FIN# 448763-1-34-01)

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit "A" entitled "Scope of Professional Services", the COUNTY shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT	FEE TYPE
1.0	**56th Avenue**		
1.1	Survey	$ 33,720.00	LUMP SUM
1.2	Design Services	$103,160.00	LUMP SUM
1.3	Permitting	$ 7,840.00	LUMP SUM
1.4	Utility Coordination	$ 6,200.00	LUMP SUM
1.6	Bidding Assistance	$ 5,720.00	LUMP SUM
SUB-TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		**$156,640.00**	**LUMP SUM**

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the COUNTY shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT	FEE TYPE
1.5	Tierra (Geotechnical)	$ 24,445.20	LUMP SUM
SUB-TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		**$24,445.20**	**LUMP SUM**

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANT:	**$181,085.20**	**LUMP SUM**

EXHIBIT "C"

SCHEDULE OF PERFORMANCE FOR DESIGN & PERMITTING SERVICES FOR ROADWAY IMPROVEMENTS TO 56TH AVENUE FROM NE 120TH STREET TO NE 144TH AVENUE (FIN# 448763-1-34-01)

The anticipated schedule is as follows:

TASK NO.	TASK NAME	CUMULATIVE NUMBER OF CALENDAR DAYS FOR COMPLETION FROM DATE OF NOTICE TO PROCEED
1.1	Survey	60
1.2	Design Services	270
1.3	Permitting	270
1.4	Utility Coordination	270
1.5	Geotechnical	60
1.6	Bidding Assistance	365

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1159-OKC)

Department:Emergency Operations/Management
Category:Action Item
Prepared By: Karen Kozac
Presenter: Karen Kozac

SUBJECT: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - FY 26/27 STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT AND THE ANNUAL CERTIFIED BUDGET

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve and authorize the Chairman to execute the 2026/2027 Florida Department of Agriculture and Consumer Services (FDACS) State Financial Assistance Recipient Agreement in the amount of $69,587.50 and the annual certified budget for arthropod to support integrated mosquito control activities within Okeechobee County.

BACKGROUND:
The State of Florida Department of Agriculture and Consumer Services will be providing funding to Okeechobee County to assist in the operation of the integrated mosquito control operations for Fiscal Year 2026-2027. The term of the agreement is October 1, 2026 through September 30, 2027. This document is based off the presented FY26-27 budget.

Grantor Agency (Funding Agency): Florida Department of Agriculture and Consumer Services
Pass-Through Agency:
CFDA/ALN # (Catalog of Federal Assistance Listing/Assistance Listing): n/a
Agency Type: FDACS
CSFA # (Catalog of State Financial Assistance): 42.003
Grant # (Contract/Pass-Thru EIN/1D):
Financial Project# (FM): n/a
Grant Name (Program Title): Okeechobee County Mosquito Control Program
Project Description: Integrated Mosquito Control Activities 2026/2027
Start Date: 10/01/2026
End Date: 09/30/2027
Grant Award Amount: $69,587.50
Match %: 0%

ATTACHMENT:
Okeechobee County 26-27 Annual Cert. Budget.pdf
OKEECHOBEE_SFAA.pdf

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

County or District: **Okeechobee County**

FISCAL YEAR: OCTOBER 1, 2026 TO SEPTEMBER 30, 2027

RECEIPTS

ACCT NO	DESCRIPTION	LOCAL	STATE	TOTAL
311	Ad Valorem (Current/Delinquent)	$0.00	$0.00	$0.00
334.1	State Grant	$0.00	$69,587.50	$69,587.50
362	Equipment Rentals	$0.00	$0.00	$0.00
337	Grants and Donations	$0.00	$0.00	$0.00
361	Interest Earnings	$0.00	$0.00	$0.00
364	Equipment and/or Other Sales	$0.00	$0.00	$0.00
369	Misc./Refunds (prior yr expenditures)	$0.00	$0.00	$0.00
380	Other Sources	$54,607.50	$0.00	$54,607.50
389	Loans	$0.00	$0.00	$0.00
TOTAL RECEIPTS		$54,607.50	$69,587.50	$124,195.00
BEGINNING FUND BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY RECEIPTS AND BALANCES		**$54,607.50**	**$69,587.50**	**$124,195.00**

EXPENDITURES

ACCT NO	Uniform Accounting System Transaction	LOCAL	STATE	TOTAL
10	Personal Services	$19,219.00	$0.00	$19,219.00
20	Personal Services Benefits	$18.00	$0.00	$18.00
30	Operating Expense	$34,258.50	$69,587.50	$103,846.00
40	Travel & Per Diem	$0.00	$0.00	$0.00
41	Communication Serv	$0.00	$0.00	$0.00
42	Freight Services	$0.00	$0.00	$0.00
43	Utility Service	$0.00	$0.00	$0.00
44	Rentals & Leases	$0.00	$0.00	$0.00
45	Insurance	$1,112.00	$0.00	$1,112.00
46	Repairs & Maintenance	$0.00	$0.00	$0.00
47	Printing and Binding	$0.00	$0.00	$0.00
48	Promotional Activities	$0.00	$0.00	$0.00
49	Other Charges	$0.00	$0.00	$0.00
51	Office Supplies	$0.00	$0.00	$0.00
52.1	Gasoline/Oil/Lube	$0.00	$0.00	$0.00
52.2	Chemicals	$0.00	$0.00	$0.00
52.3	Protective Clothing	$0.00	$0.00	$0.00
52.4	Misc. Supplies	$0.00	$0.00	$0.00
52.5	Tools & Implements	$0.00	$0.00	$0.00
54	Publications & Dues	$0.00	$0.00	$0.00
55	Training	$0.00	$0.00	$0.00
60	Capital Outlay	$0.00	$0.00	$0.00
71	Principal	$0.00	$0.00	$0.00
72	Interest	$0.00	$0.00	$0.00
81	Aids to Government Agencies	$0.00	$0.00	$0.00
83	Other Grants and Aids	$0.00	$0.00	$0.00
89	Contingency (Current Year)	$0.00	$0.00	$0.00
99	Payment of Prior Year Accounts	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
TOTAL BUDGET AND CHANGES		$54,607.50	$69,587.50	$124,195.00
0.001	Reserves - Future Capital Outlay	$0.00	$0.00	$0.00
0.002	Reserves - Self-Insurance	$0.00	$0.00	$0.00
0.003	Reserves - Cash Balance to be Carried Forward	$0.00	$0.00	$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	$0.00	$0.00	$0.00
TOTAL RESERVES ENDING BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		**$54,607.50**	**$69,587.50**	**$124,195.00**
ENDING FUND BALANCE		**$0.00**	**$0.00**	**$0.00**

I certify that the budget shown was adopted on this_____day of_____20_____.

SIGNED:_____ DATE:_____20_____.

Chairman of the Board, or Clerk of Circuit Court

APPROVED: Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED:_____ DATE:_____20_____.

FDACS Mosquito Control Program Representative

FDACS-13617 Rev. 09/23

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2026-2027

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **OKEECHOBEE BOCC,** the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2026**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2026 – SEPTEMBER 30, 2027**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

2.2 Deliverables. The RECIPIENT must provide quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:

1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).

3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. “Arthropod Control Budget Amendment” (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2027,** then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter’s payment.

B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.

C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of $100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed $**69,587.50** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.

3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.

3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.

3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.

3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: *Reserved*

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Parties shall comply with all applicable local, state, and federal laws, rules, regulations, and policies, including but not limited to those specifically identified in this Agreement.

5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Florida's Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:

6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.

6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

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

ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.

8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S..

8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.8 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.9 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.

8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.

8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building

407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.13 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that as a sovereign entity, it is self-insured. RECIPIENT assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond that provided in § 768.28, Florida Statutes.

9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT’s compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor’s organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.

9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

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

9.15 Administration of the Agreement.

The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNOR BLVD., SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.**

The contract manager for the RECIPIENT is **KAREN KOZAC, DIRECTOR** and is located at **707 NW 6TH ST., OKEECHOBEE, FL 34972.**

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

9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: **OKEECHOBEE BOCC, 304 NW 2ND STREET, OKEECHOBEE, FL 34972, ATTN: COUNTY ADMINISTRATOR.**

9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.

9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S..

9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 ***RESERVED***

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

****** Remainder of Page Left Intentionally Blank ******

DRAFT

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

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Signature	Signature
Director, Division of Administration Title	Title
Date	Date

DRAFT

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1270-OKC)

Department:Emergency Operations/Management
Category:Action Item
Prepared By: Justin Hazellief
Presenter: Justin Hazellief

SUBJECT: STATE-FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND OKEECHOBEE COUNTY - FISCALLY CONSTRAINED COUNTIES' PUBLIC SAFETY ANSWERING POINTS (PSAPS) #DMS-P3-26-07-16

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
The Agreement provides up to $80,703.88 in State financial assistance to Okeechobee County for eligible PSAP enhancement expenditures. The Agreement operates primarily on a cost-reimbursement basis, subject to the availability of funds and successful completion of the required deliverables.

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve and authorize the Chairman to execute State-Funded Agreement No. DMS-P3-26-07-16 with the Florida Department of Management Services for Support for Fiscally Constrained Counties' Public Safety Answering Points (PSAPs), providing up to $80,703.88 in state funding for eligible PSAP enhancements and associated equipment and services, with no required County match.

BACKGROUND:
The Florida Department of Management Services (DMS) has provided Okeechobee County with State-Funded Agreement No. DMS-P3-26-07-16 through funding appropriated by the Florida Legislature for enhancements to Public Safety Answering Points in fiscally constrained counties. The Agreement provides a maximum reimbursement amount of $80,703.88 to Okeechobee County.

The purpose of the Agreement is to provide funding for equipment and services necessary to enhance the Okeechobee County PSAP and support Next Generation 9-1-1 (NG911) capabilities. The approved scope includes equipment, firewalls, Emergency Services Internet Protocol Network (ESInet), next generation core services, call-handling systems, GIS services and repositories, tactical mapping, system maintenance, and cybersecurity services. The PSAP enhancements are required to be consistent with the National Emergency Number Association (NENA) i3 Standard for NG911.

The Agreement provides for a funding period beginning upon execution by both parties or July 1, 2026, whichever is later, and ending June 30, 2027.

The County's responsibilities under the Agreement include procurement of the necessary equipment and services, implementation of the PSAP enhancements, inspection of completed improvements, and quarterly and final reporting to DMS. The procurement deliverable is required to be completed no later

than November 1, 2026, unless an extension is approved by DMS.

The Agreement specifically provides that the Recipient's governing body must authorize the execution and acceptance of the Agreement.

Grant Information:

Grantor Agency (Funding Agency): Florida Department of Management Services
Pass-through Agency: N/A
CFDA/ALN # (Catalog of Federal assistance Listing/Assistance Listing): N/A
Agency Type: FDMS
CSFA # (Catalog of State Financial Assistance): 72.027
Grant # (Contract / Pass-through EIN / ID): DMS-P3-26-07-16
Financial Project # (FM): N/A
Grant Name: Public Safety Answering Point Enhancements
Project Description: Public Safety Answering Point Enhancements
Start Date: TBD
End Date: 06/30/27
Grant Award Amount: $80,703.88
Match: N/A

ATTACHMENT:
DMS-P3-26-07-16 Okeechobee County_Unsigned.pdf

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Tom Berger, Secretary

STATE-FUNDED AGREEMENT

FOR

SUPPORT FOR FISCALLY CONSTRAINED COUNTIES' PSAPs

DMS-P3-26-07-16

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

OKEECHOBEE COUNTY

STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399 and Okeechobee County (Recipient), 707 NW 6th St, Okeechobee, FL 34972.

The Department and Recipient agree as follows:

(1) AUTHORITY

A. The Department has been appropriated general revenue funds for the State fiscal year 2026–2027, specifically appropriation line item #3021, the nonrecurring sum of $2,827,360 from the General Revenue Fund, Chapter 2026-232, Laws of Florida, to fund enhancements for fiscally constrained counties' Public Safety Answering Points (PSAPs). The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for enhancements for fiscally constrained counties' PSAPs.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B – Program Statutes and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

A. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Grant Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Grant Managers

i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Leon Simmonds
4030 Esplanade Way
Tallahassee, Florida 32399
(850) 921-0041
Leon.Simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Samantha Harrell
Title: 911 Coordinator
Address: 707 NW 6th St, Okeechobee, FL 34972
Telephone: (863)763-5544
Email: sharrell@okeechobeecountyfl.gov

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

(4) TERMS AND CONDITIONS

This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK

The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(8) PERIOD OF AGREEMENT

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties or July 1, 2026, whichever is later and shall end on June 30, 2027, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2027. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial Agreement, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Legislative Appropriation line item #3021, Chapter 2026-232, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's implementation of PSAP enhancements.

D. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred during the Agreement period by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $80,703.88.

F. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,
ii. The criteria for evaluating the successful completion of each deliverable.

G. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of deliverables outlined in Attachment A and further defined in the Recipient's PSAP enhancements contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit a request for reimbursement (See Attachment D, Request for Reimbursement of Funds), by email to the Grant Manager, no less than once per quarter and no more than once per month.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the PSAP enhancements procured under Recipient Deliverable 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 27, 2027.

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Grant Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, no less than once per quarter and no more than once per month, to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's PSAP enhancements contract procured under Recipient Deliverable 1.

D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 27, 2027.

F. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the PSAP enhancements contract. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's PSAP enhancements contract as specified in the Agreement.

G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Grant Manager.

(12) RECORDS

A. Pursuant to section 20.055(5), F.S., the Recipient and its contractor(s), subcontractor(s), and vendor(s), if any, understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all contractor(s), subcontractor(s), and/or vendor(s) to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

E. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the contract or to ensure that the terms of this Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of

a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

E. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

A. The Recipient shall provide the Department's Grant Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports

shall include the current status and progress of the Recipient and its contractor(s), subcontractor(s), and/or vendor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. “Acceptable by the Department” means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department’s Grant Manager.

(16) MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its contractor(s), subcontractor(s), and/or vendor(s) who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

(17) LIABILITY

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

B. Recipient, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

C. If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Department.

D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

E. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(20) TERMINATION

A. If the performance of the Recipient is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Recipient of the non-compliance and require correction within a specified time; otherwise, the Agreement will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

The notice shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail return receipt requested, to the address in Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.

D. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the

effective date of the termination and the procedures for proper closeout of the Agreement.

E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Department from the Recipient, is determined exclusively by the Department

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's PSAP enhancements contract. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).

B. With the Recipient's approval, the Recipient's contractor may subcontract work performed in furtherance of the PSAP enhancements contract, and the Recipient's contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), F.A.C.; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the contractor and/or subcontractor's progress in performing its work under this Agreement. For each contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

All refunds or payments mailed to the Department must include a cover letter that clearly identifies the grant agreement number associated with the payment.

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(24) 911 PROVISIONS

A. Pursuant to section 365.177, F.S., the Department developed a plan to upgrade all 911 PSAP(s) within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan

prioritized the upgrade of PSAP(s) based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAP(s). The plan identified and addressed the projected costs of implementing these transfer capabilities.

B. The Legislature has appropriated $2,827,360 to the Department for the implementation of the services outlined in the plan.

(25) MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

C. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List or on the Discriminatory Vendor List.

D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with

documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

   This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

I. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Okeechobee County PSAP enhancements project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with applicable laws and regulations

(26) LOBBYING PROHIBITION

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(27) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(28) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

(29) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS, THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above Agreement and agree to the terms contained within it.

OKEECHOBEE COUNTY

By: _____
Signature-Authorized County Official

Title: _____

Date: _____

59-600-0768
Federal Identification Number

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Denise Adkins
Deputy Secretary, Business Operations

Date: _____

EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Management Services (Department) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

1. **Part II: State Funded** In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.;

Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

1. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): 911Projects@dms.fl.gov; Audit@dms.fl.gov

or

Paper copies:

Bureau of Public Safety

Department of Management Services
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1-A

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Fiscally Constrained Counties Public Safety Answering Point Enhancements

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.027

   Amount: $80,703.88

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Agreement No. DMS-P3-26-07-16 between the Recipient and the Department, entered in State Fiscal Year 2026-27.

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment A
SCOPE OF WORK AND BUDGET

1. BACKGROUND:

The State of Florida has appropriated the Department of Management Services (the Department) $2,827,360 in non-recurring funds through the General Revenue Fund, Laws of Florida, Chapter 2026-232, specifically appropriation line item #3021, and will be used exclusively for the enhancement of fiscally constrained counties' Public Safety Answering Points (PSAPs) during the 2026-2027 fiscal year.

The funds will allow for PSAP enhancements to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S.

2. TERM:

Funding will be available upon execution by both parties or July 1, 2026, whichever is later and will expire on June 30, 2027. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

3. PURPOSE:

The Department wishes to disburse the appropriated funds to Okeechobee County for the purpose of implementing equipment and services for PSAP enhancements, in accordance with the Laws of Florida, Chapter 2026-232.

4. GENERAL DESCRIPTION OF THE SCOPE OF WORK:

This Agreement covers the procurement and installation of equipment, firewalls, Emergency Services Internet Protocol Network (ESInet), next generation core services, call handling systems, and associated non-recurring service costs necessary to enhance PSAPs to Next Generation 9-1-1 (NG911) capabilities. Additionally, it includes the recurring service cost for Geographic Information Systems (GIS) services and repositories necessary to support geospatial call routing, next generation core services, ongoing tactical mapping services, call handling system maintenance, and cybersecurity services to protect emergency communications systems in the PSAPs. All PSAP enhancements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911.

5. DELIVERABLES

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to enhance the PSAP(s) for Okeechobee County, no later than November 1, 2026, unless given written permission by the Department in advance.

5.1.1.1 The Recipient shall provide the Department with an unredacted copy of the final procurement documents and any related addendums. If any portion of the procurement documentation contains confidential or exempt information, the Recipient shall provide a redacted version suitable for public records requests, in accordance with Chapter 119, F.S. Procurement of equipment and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Equipment and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of enhancing the

Okeechobee County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 Deliverable 2. Improvement: No later than June 30, 2027, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP enhancements procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Okeechobee County PSAP enhancements project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Deliverable 3. Inspection: No later than November 1, 2027, the Recipient shall conduct or cause to be conducted an inspection of the Okeechobee County PSAP enhancements performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this Agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the PSAP enhancement project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than November 13, 2027.

5.1.4 Deliverable 4. Reporting: The Recipient shall report quarterly on the status of the Okeechobee County PSAP enhancement project work procured in accordance with

Recipient Deliverable 1. These reports shall include the current status and progress of the PSAP enhancements project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15, Reports, of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

6. PERFORMANCE MEASURES: Deliverables must be met at the following minimum level of performance:

6.1 Procurement. Execute a contract or purchase order with a vendor responsible for procuring equipment and services to provide Okeechobee County with the PSAP enhancements, as specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

6.2 Improvement. Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP enhancements, as specified.

6.3 Inspection. Conduct or cause to be conducted an inspection of the Okeechobee County PSAP enhancements project, as specified.

6.4 Reporting. Prepare and submit the Quarterly Report and Administrative Close-Out Report, as specified.

7. FINANCIAL CONSEQUENCES

7.1 If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

7.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

7.1.2 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

7.1.3 Wholly or partly suspend or terminate the current award for the Recipient; or,

7.1.4 Take other remedies that may be legally available.

7.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Okeechobee County PSAP enhancements project contract.

8. DEPARTMENT TASKS

8.1 The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of project documentation shall not be construed as an approval of the Recipient's project contract terms and conditions.

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's contract with a vendor.

9. METHOD OF PAYMENT:

9.1 The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

9.2 The Recipient will not receive payment in advance for goods or services described in this scope of work.

9.3 The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

10. LINE-ITEM BUDGET

Amount Requested from the State in this Appropriations Project Request.	**$80,703.88**
Total	**$80,703.88**

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Section 365.177, Florida Statutes	Transfer of 911 calls between systems
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 20	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 01	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

Attachment C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment D
Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County:	Okeechobee	**Project Name**	PSAP enhancements	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Reimbursement Request Total						

Approximate amount of funding available (Percentage) %	
Documentation Received by:	
_____	_____
Signature of Authorized Official	Date

Attachment D (Continued)
Request for Reimbursement of Funds
ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT: Okeechobee County AGREEMENT #: DMS-P3-26-07-16

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Attachment E
Quarterly Report

(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)

County: Okeechobee County
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

Problems/Delays (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Notes:

_____ _____
Signature of Authorized Official Date

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Okeechobee County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

	Okeechobee County
Company Name	Recipient's Name
	DMS-P3-26-07-16
Name and Title	Department's Contract Number

Street Address

City, State, Zip

Signature

Date

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment H

Final Administrative Closeout Report

(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)

County: Okeechobee County

Report Number:

Report Date:

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance)**:**

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues)**:**

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget
Notes:
_____ _____ Signature of Authorized Official Date

Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity
(Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient:	Okeechobee County	**Project Name:**	PSAP enhancements	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Request for Payment to Rural Community or Rural Area of Opportunity Total						

Approximate amount of funding available (Percentage) %	
Documentation Received by:	
_____	_____
Signature of Authorized Official	Date

Attachment I (Continued)
Request for Payment to Rural Community or Rural Area of Opportunity
ITEMIZED LIST FOR PAYMENT REQUESTS

RECIPIENT: Okeechobee County AGREEMENT #: DMS-P3-26-07-16

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1261-OKC)

Department:Solid Waste Management
Category:Award
Prepared By: Russell Rowland
Presenter: Russell Rowland

SUBJECT: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - FY2026-2027 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT #CW125

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners approve and authorize the Chairman to execute the Florida Department of Environmental Protection (FDEP) Small County Consolidated Solid Waste Grant Agreement CW125 in the amount of $93,750 for FY 2026-2027

BACKGROUND:
On April 23, 2026, the Board approved the FDEP Small County Solid Waste Grant Application to apply for grant funding assistance related to solid waste collection and illegal dumping cleanup expenses in Okeechobee County.

Okeechobee County was approved to receive the Small County Consolidated Solid Waste Management Grant CW125 funding for fiscal year 2026-2027 in the amount of $93,750.00 from the Florida Department of Environmental Protection (FDEP). This grant funding covers all related cost for roadside litter and illegal dumping cleanup, waste tire cleanup and landfill disposal expenses for county departments. This grant funding also covers the cost for supplies such as gloves, trash bags and other related items used for solid waste collection.

All counties in Florida with a population less than 110,000 qualify for this FDEP Grant, which is only 32 eligible counties. This grant agreement must be executed by the Chairman to meet FDEP approval. This grant funding for this program comes from the State of Florida Solid Waste Management Trust Fund (SWMTF), which was created by the State of Florida in 1988 as part of the 1988 Solid Waste Management Act to address solid waste management concerns for Florida counties (Florida Statutes 403.709 & 403.7095).

The SWMTF receives its funding from three sources: Two tenths of one percent (.2%) of the sales tax; Registration Fees on businesses which collect the sales tax; and the Waste Tire Fee on each new tire sold in Florida. A minimum of 40% of the funding is used for solid waste management grant programs for small counties with a population of less than 110,000.

Grantor Agency (Funding Agency): Florida Department of Environmental Protection
Pass Through Agency: N/A
CFDA/ALN # (Catalog of Federal Assistance Listing/Assistance Listing): N/A
Agency Type: FDEP
CSFA # (Catalog of State Financial Assistance): 37.012
Grant # (Contract/Pass-Thru EIN/1D): CW125
Financial Project # (FM): N/A
Grant Name (Program Title): Small County Consolidated Solid Waste Management Grant
Start Date: 10/01/2026
End Date: 9/30/2027
Grant Award Amount: $93,750.00
Match %: 0%

ATTACHMENT:

2026-2027 FDEP Small County Consolidated Solid Waste Management Grant Agreement.pdf

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Okeechobee County Small County Consolidated Solid Waste Management Grant CW125

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Okeechobee County Board of County Commissioners Entity Type: Local Government

Grantee Address: 312 NW 3rd Street, Suite 165 Okeechobee, Florida 34972 FEID: 59-6000768

(Grantee)

3. Agreement Begin Date: October 1, 2026 Date of Expiration: September 30, 2027

4. Project Number: CW125 *(If different from Agreement Number)* Project Location(s): Okeechobee County, FL

Project Description: Small County Consolidated Solid Waste Management Grant

5. Total Amount of Funding: $93,750.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	2026-27 GAA Line Item #1833	$ 93,750.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 93,750.00

6. Department's Grant Manager

Name: Lindsey Bradley-Brown or successor

Address: 2600 Blair Stone Rd. Tallahassee, FL. 32399

Phone: (850)245-8977

Email: lindsey.bradleybrown@floridadep.gov

Grantee's Grant Manager

Name: Russell Rowland or successor

Address: 804 NW 2nd Street Okeechobee, Florida 34972

Phone: (863)763-1811

Email: rrowland@okeechobeecountyfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
■ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
■ Additional Exhibits (if necessary): Exhibit 1 Tonnage Summary Report	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Okeechobee County Board of County Commissioners **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CW125

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Okeechobee County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. CW125

ATTACHMENT 3

PROJECT TITLE: Okeechobee County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Okeechobee County (Grantee) received funding from the Florida Legislature in the amount of $93,750.00, through Specific Appropriation Line Item No. 1833, Solid Waste Management Trust Fund, Fiscal Year (FY) 2026-27 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its roadside litter control program, waste tire collection and disposal, illegal dumping cleanup, and debris cleanup on County Owned Property. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Roadside litter, waste tire collection and illegal dumping cleanup and disposal will be completed along 360 miles of roadways and more than 500 miles of drainage canals, ditches and swales maintained by Okeechobee County, including County Owned Facilities and Property, Lake Okeechobee and Kissimmee River areas maintained by Okeechobee County. Debris/Litter Materials removed, which includes household solid waste, litter debris, waste tires, C&D, yard waste, automotive parts, boat parts and other related materials, will be properly disposed of at the Waste Management, Inc Okeechobee Landfill, 10800 NE 128th Avenue, Okeechobee, Fl. 34972.

The household solid waste, litter debris, waste tires, C&D, yard waste, automotive parts, boat parts and other related materials will be collected by a combination of sources, such as County Road Work Crews, County Facilities Maintenance Work Crews, Waste Management, Inc Collection Crews, County Inmate Work Crews, local Towing Companies and volunteers from local non-profit groups.

PROJECT BACKGROUND: Okeechobee County currently maintains 360 miles of roadways and more than 500 miles of canals, ditches and swales within Okeechobee County. The County also maintains several county owned properties and boat ramps along Lake Okeechobee and the Kissimmee River areas within Okeechobee County. Household solid waste, litter, debris, waste tires, C&D, yard waste, automotive parts, boat parts and other related materials are collected by County Road Work Crews, County Facilities Maintenance Work Crews, Waste Management, Inc Collection Crews, County Inmate Work Crews and volunteers from local non-profit groups. Due to the County's small population and tax base, this Grant Funding allows the County to cover waste collection and disposal cost and fees associated with the related programs.

PROJECT DESCRIPTION: In an attempt to keep Okeechobee County free of litter, illegal dumping and waste tires and other related waste, the County uses a combination of sources, such as County Road Work Crews, County Facilities Maintenance Work Crews, Waste Management, Inc Collection Crews, County Inmate Work Crews and volunteers from local non-profit groups to maintain its litter control and illegal dumping cleanup activities in Okeechobee County.

All related solid waste will be picked up on a daily, weekly or as needed basis by County Road Work Crews, County Facilities Maintenance Work Crews, Waste Management, Inc Collection Crews, County Inmate Work Crews and volunteers from local non-profit groups using Grantee equipment or Waste Management, Inc equipment and taken to the Okeechobee Landfill, Inc Site for appropriate disposal.

Additional Narrative: The Grantee's litter, waste tire collection and illegal dumping cleanup and disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. If the annual program budget prepared by the Grantee exceeds the grant award amount, it is understood that any project

costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Litter Control and Demolition

Task 1: County Roadside & County Owned Property Litter Cleanup & Disposal Cost, Demolition Cost and Tipping Fees

Task Description: Okeechobee County currently maintains 360 miles of roadways and more than 500 miles of canals, ditches and swales within Okeechobee County. The County also maintains several county owned properties and boat ramps along Lake Okeechobee and the Kissimmee River areas within Okeechobee County. Household solid waste, litter, debris, demolition projects, waste tires, C&D, yard waste, automotive parts, boat parts and other related materials are collected by County Road Work Crews, County Facilities Maintenance Work Crews, Waste Management, Inc Collection Crews, County Inmate Work Crews, local Towing Companies and volunteers from local non-profit groups. The Grantee is responsible for the collection of solid waste, litter, waste tires and other related waste from its county roadways and county owned property. The Grantee will submit copies of paid invoices, waste tonnage amounts and copies of checks on a Quarterly basis after completion of Task # 1 as evidence for approval by FDEP. The collected waste is transported using the Grantee's own trucks and drivers or Waste Management's Trucks or Drivers, to the Waste Management, Inc Landfill Site, where it is weighed and handled for proper disposal.

In accordance with Section 403.7095, F.S., local Department regulatory staff will report any findings of concern regarding the proper maintenance of the Grantee's Solid Waste Collection Practices to the Department. Funding under this task only covers a portion of the Grantee's total solid waste disposal tipping fee costs. Any costs exceeding the grant funding are the responsibility of the Grantee.

Deliverables: The Grantee will submit copies of the paid invoices and checks. The invoices, provided by the contractor, will provide a waste description, and list and summarize the load weights and their cost. Additionally, the Grantee will provide tonnage summaries, using either the **Tonnage Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan or comparable documentation. All deliverables may be submitted electronically.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Litter Control and Demolition	10/1/2026	9/30/2027	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	$93,750.00
	Total for Task:	**$93,750.00**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $93,750.00
Contractual Service (Subcontractor)	$93,750.00
Total:	**$93,750.00**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2026-27	37.012	Small County Consolidated Waste Grants	$93,750.00	140134
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$93,750.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

   Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

   Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

   a. Indirect, overhead or administrative costs (excluding fringe benefits);

   b. Promotional items such as t-shirts and other items promoting the program;

   c. Cell phone usage;

   d. Attorney's fees or court costs;

   e. Civil or administrative penalties;

   f. Interest in real property;

   g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and

   h. Vehicles, unless authorized in Attachment 3 of this Agreement.

   Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

   Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.

b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.

c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.

d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.

e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**CW125**
Project Number and Title:	
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	
Telephone Number:	
Reporting Period:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CW125 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: CW125 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$	$	$N/A	$N/A
Fringe Benefits	$	$	$N/A	$N/A
Indirect Cost	$ N/A	$ N/A	$N/A	$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	$	$	$N/A	$N/A
Travel	$	$	$N/A	$N/A
Equipment (Direct Purchases)	$	$	$N/A	$N/A
Rental/Lease of Equipment	$	$	$N/A	$N/A
Miscellaneous/Other Expenses	$	$	$N/A	$N/A
Land Acquisition	$ N/A	$ N/A	$N/A	$N/A
Supplies	$	$	$N/A	$N/A
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payment Requests of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit 1
Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim. Comparable documentation may be submitted in lieu of this report.

Claim No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire				
Waste Tire				

Claim No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

Claim No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

I, , certify that the information in this report is true and accurate, and that the disposal
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and conditions of DEP Agreement No. CW125 and as described in Attachment 3, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1251-OKC)

Department:SHIP
Category:Report
Prepared By: Armanda Joiner
Presenter: Armanda Joiner

SUBJECT: STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) ANNUAL REPORT 2023-2024

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:
N/A

COUNTY ADMINISTRATOR RECOMMENDATION:
That the Board of County Commissioners ratify the electronic submission of the State Housing Initiatives Partnership (SHIP) Program Annual Report for the 2023-2024 closeout year and 2024-2025 interim year to the Florida Housing Finance Corporation; approve the associated SHIP Annual Report Certification; and authorize the Chairman to execute the Certification on behalf of Okeechobee County.

BACKGROUND:
Okeechobee County, as a participating agency in the State Housing Initiatives Partnership (SHIP) Program, is required to submit an annual report of expenditures and encumbrances to the Florida Housing Finance Corporation by September 15 of each year.

To meet the required deadline, the County's SHIP Annual Report, including the 2023-2024 closeout year and 2024-2025 interim year, was completed and submitted electronically to the Florida Housing Finance Corporation prior to September 15, 2026. As part of the annual reporting requirements, the accompanying SHIP Annual Report Certification requires execution by an elected official certifying the accuracy of the information submitted and the County's implementation of the applicable local housing incentives.

Note: All funds for the annual report closeout year have been expended.

ATTACHMENT:
Certification-2023-2024.pdf
SHIP_Annual_Report.pdf

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Okeechobee County, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2023-2024 and interim years 2024-2025.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:

    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.

4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $0.

Staff Member responsible for submitting annual report to FHFC: Michele Watson

_____ _____

Witness Signature Date Chief Elected Official or Designee Signature Date

_____ David Hazellief

Witness Printed Name Chief Elected Official or Designee Printed Name

_____

Witness Signature Date

_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Title: SHIP Annual Report

Report Status: Submitted

Okeechobee County FY 2023/2024 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	PURCHASE ASSISTANCE	$25,000.00	1				
3	OWNER-OCCUPIED REHAB	$119,960.00	4				
6	EMERGENCY REPAIR	$283,081.33	17				
7	FORECLOSURE PREVENTION	$1,733.52	1				
	Homeownership Totals:	**$429,774.85**	**23**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	EVICTION PREVENTIOM	$18,858.00	7				
23	SECURITY DEPOSIT AND FIRST MONTH RENT	$10,292.00	4				
	Rental Totals:	**$29,150.00**	**11**				
	Subtotals:	**$458,924.85**	**34**				

Additional Use of Funds

Use	Expended	Percentage
Administrative	$45,000.00	9.69 %
Homeownership Counseling		
Admin From Program Income		#Error
Admin From Disaster Funds		-
Admin From HHRP		NaN %

Totals:	**$503,924.85**	**34**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$464,182.00
Program Income (Interest)	$.00
Program Income (Payments)	$.00
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	$1,626.16
Total:	**$465,808.16**

*** Carry Forward to Next Year: -$38,116.69**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	376	443	645	830	946
VLI	571	611	733	848	946
LOW	913	978	1,173	1,356	1,512
MOD	1,371	1,468	1,761	2,035	2,271
Up to 140%	1,599	1,713	2,054	2,374	2,649

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$458,924.85	72.55%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$168,350.00	26.61%
Owner Contribution	$5,263.92	.83%
Total Value of All Units	$632,538.77	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$429,774.85	$465,808.16	92.26%	65%
Construction / Rehabilitation	$458,924.85	$465,808.16	98.52%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$59,155.02	12.70%	
Very Low	$99,689.48	21.40%	EL+VL: 34.10%
Low	$123,259.50	26.46%	EL+VL+L: 60.56%
Moderate	$176,820.85	37.96%	
Over 120%-140%	$.00	.00%	
Totals:	$458,924.85	98.52%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$.00	0	$59,155.02	7	$59,155.02	7
Very Low	$59,960.00	2	$39,729.48	5	$99,689.48	7
Low	$55,000.00	2	$68,259.50	6	$123,259.50	8
Moderate	$30,000.00	1	$146,820.85	11	$176,820.85	12
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$144,960.00	5	$313,964.85	29	$458,924.85	34

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 121-140%	Total
PURCHASE ASSISTANCE	OKEECHOBEE			1			1
EMERGENCY REPAIR	Unincorporated	2	2	4	7		15
EMERGENCY REPAIR	OKEECHOBEE	1			1		2
OWNER-OCCUPIED REHAB	Unincorporated		2	1	1		4
EVICTION PREVENTIOM	Unincorporated	1	1		2		4
EVICTION PREVENTIOM	OKEECHOBEE	1		2			3
FORECLOSURE PREVENTION	Unincorporated	1					1
SECURITY DEPOSIT AND FIRST MONTH RENT	OKEECHOBEE				1		1
SECURITY DEPOSIT AND FIRST MONTH RENT	Unincorporated	1	2				3
	Totals:	**7**	**7**	**8**	**12**		**34**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
PURCHASE ASSISTANCE	OKEECHOBEE				1	1
EMERGENCY REPAIR	Unincorporated		2	3	10	15
EMERGENCY REPAIR	OKEECHOBEE			2		2

OWNER-OCCUPIED REHAB	Unincorporated		1	2	1	4
EVICTION PREVENTIOM	Unincorporated		1	2	1	4
EVICTION PREVENTIOM	OKEECHOBEE		1	2		3
FORECLOSURE PREVENTION	Unincorporated			1		1
SECURITY DEPOSIT AND FIRST MONTH RENT	OKEECHOBEE		1			1
SECURITY DEPOSIT AND FIRST MONTH RENT	Unincorporated			2	1	3
	Totals:		**6**	**14**	**14**	**34**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
PURCHASE ASSISTANCE	OKEECHOBEE	1			1
EMERGENCY REPAIR	Unincorporated	4	9	2	15
EMERGENCY REPAIR	OKEECHOBEE	1	1		2
OWNER-OCCUPIED REHAB	Unincorporated	2	2		4
EVICTION PREVENTIOM	Unincorporated	2	2		4
EVICTION PREVENTIOM	OKEECHOBEE		2	1	3
FORECLOSURE PREVENTION	Unincorporated	1			1
SECURITY DEPOSIT AND FIRST MONTH RENT	OKEECHOBEE		1		1
SECURITY DEPOSIT AND FIRST MONTH RENT	Unincorporated	2	1		3
	Totals:	**13**	**18**	**3**	**34**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
PURCHASE ASSISTANCE	OKEECHOBEE			1				1

EMERGENCY REPAIR	Unincorporated	6	5	4				15
EMERGENCY REPAIR	OKEECHOBEE	1		1				2
OWNER-OCCUPIED REHAB	Unincorporated	3	1					4
EVICTION PREVENTIOM	Unincorporated	3		1				4
EVICTION PREVENTIOM	OKEECHOBEE	2	1					3
FORECLOSURE PREVENTION	Unincorporated		1					1
SECURITY DEPOSIT AND FIRST MONTH RENT	OKEECHOBEE		1					1
SECURITY DEPOSIT AND FIRST MONTH RENT	Unincorporated	2	1					3
	Totals:	**17**	**10**	**7**				**34**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
PURCHASE ASSISTANCE	OKEECHOBEE			1	1
EMERGENCY REPAIR	Unincorporated			9	9
EMERGENCY REPAIR	OKEECHOBEE			1	1
OWNER-OCCUPIED REHAB	Unincorporated			1	1
EVICTION PREVENTIOM	Unincorporated			1	1
EVICTION PREVENTIOM	OKEECHOBEE				0
FORECLOSURE PREVENTION	Unincorporated				0
SECURITY DEPOSIT AND FIRST MONTH RENT	OKEECHOBEE				0
SECURITY DEPOSIT AND FIRST MONTH RENT	Unincorporated			1	1
	Totals:			**14**	**14**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
EMERGENCY REPAIR	Nurse/Healthcare	28,755.00	2
EMERGENCY REPAIR	Government Employee	33,331.00	2
EMERGENCY REPAIR	Service Industry	13,980.00	1
OWNER-OCCUPIED REHAB	Government Employee	30,000.00	1
EVICTION PREVENTIOM	Military Veteran	3,200.00	1
EVICTION PREVENTIOM	Service Industry	4,500.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Implemented, in LHAP	1998
Ongoing review process		Required	Implemented, in LHAP	1994

Support Services

Okeechobee County offered assistance to first-time home buyers, homeowners, and rental households. First-time home buyers were assisted in the form of purchase assistance. Homeowners in the form of owner-occupied rehabilitation, emergency repair, and foreclosure prevention. Renters were assisted in the form of eviction prevention and rental move-in assistance.

Other Accomplishments

Okeechobee County has worked closely alongside local contractors to assist homeowners with emergency repair and rehabilitation. Our AHAC has also had a great impact on implementation of new strategies and ideas to better serve our residents with their affordable housing needs.

Availability for Public Inspection and Comments

The Annual Report was advertised for comments and viewing on the Okeechobee County website, government Facebook page, and local County library. The notice reads the availability to inspect, comment and review the SHIP Annual Report in the office of Affordable Housing Monday-Friday, until certification is signed and submitted.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **440**

Mortgage Foreclosures

A. Very low income households in foreclosure: **8**

B. Low income households in foreclosure: **12**

C. Moderate households in foreclosure: **6**

Foreclosed Loans Life-to-date: **26**

SHIP Program Foreclosure Percentage Rate Life to Date: **5.91**

Mortgage Defaults

A. Very low income households in default: **9**

B. Low income households in default: **13**

C. Moderate households in default: **3**

Defaulted Loans Life-to-date: **25**

SHIP Program Default Percentage Rate Life to Date: **5.68**

Strategies and Production Costs

Strategy	Average Cost
EMERGENCY REPAIR	$16,651.84
EVICTION PREVENTIOM	$2,694.00
FORECLOSURE PREVENTION	$1,733.52
OWNER-OCCUPIED REHAB	$29,990.00
PURCHASE ASSISTANCE	$25,000.00
SECURITY DEPOSIT AND FIRST MONTH RENT	$2,573.00

Expended Funds

Total Unit Count: **34** Total Expended Amount: **$458,924.85**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
PURCHASE ASSISTANCE	[redacted]	[redacted]	OKEECHOBEE	34974	$25,000.00	
EMERGENCY REPAIR	[redacted]L	[redacted]	OKEECHOBEE	34972	$17,115.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$16,881.50	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$11,255.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,100.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,500.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34974	$17,014.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34974	$17,478.50	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34974	$17,425.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,500.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,499.35	

EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,036.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,497.48	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$17,146.50	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$16,295.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$16,858.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34972	$13,980.00	
EMERGENCY REPAIR	[redacted]	[redacted]	OKEECHOBEE	34974	$17,500.00	
OWNER-OCCUPIED REHAB	[redacted]	[redacted]	OKEECHOBEE	34972	$30,000.00	
OWNER-OCCUPIED REHAB	[redacted]	[redacted]	OKEECHOBEE	34972	$30,000.00	
OWNER-OCCUPIED REHAB	[redacted]	[redacted]	OKEECHOBEE	34974	$30,000.00	
OWNER-OCCUPIED REHAB	[redacted]	[redacted]	OKEECHOBEE	34972	$29,960.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34974	$2,400.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34972	$896.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34972	$3,200.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34974	$4,500.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34974	$662.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34972	$2,700.00	
EVICTION PREVENTIOM	[redacted]	[redacted]	OKEECHOBEE	34974	$4,500.00	
FORECLOSURE PREVENTION	[redacted]	[redacted]	OKEECHOBEE	34972	$1,733.52	
SECURITY DEPOSIT AND FIRST MONTH RENT	[redacted]	[redacted]	OKEECHOBEE	34974	$4,500.00	
SECURITY DEPOSIT AND FIRST MONTH RENT	[redacted]	[redacted]	OKEECHOBEE	34972	$1,722.00	
SECURITY DEPOSIT AND FIRST MONTH RENT	[redacted]	[redacted]	OKEECHOBEE	34972	$2,070.00	

SECURITY DEPOSIT AND FIRST MONTH RENT	[redacted]	[redacted]	OKEECHOBEE	34972	$2,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Okeechobee County	Local Government	All Strategies	Completely Responsible	$45,000.00

Program Income

Program Income Funds	
Loan Repayment:	$.00
Refinance:	$.00
Foreclosure:	$.00
Sale of Property:	$.00
Interest Earned:	$.00
Total:	**$.00**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	54
Approved	31
Denied	23

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 173,900.00

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
3	OWNER-OCCUPIED REHAB	$89,960.00	3			
6	EMERGENCY REPAIR	$172,090.98	10			
13	EVICTION PREVENTIOM	$5,762.00	3			
23	SECURITY DEPOSIT AND FIRST MONTH RENT	$5,792.00	3			
	Total:	**$273,604.98**	**19**			**58.94%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(6) EMERGENCY REPAIR	Receiving Supplemental Security Income	$172,090.98	10		
(3) OWNER-OCCUPIED REHAB	Receiving Supplemental Security Income	$89,960.00	3		
(13) EVICTION PREVENTIOM	Receiving Supplemental Security Income	$5,762.00	3		
(23) SECURITY DEPOSIT AND FIRST MONTH RENT	Receiving Supplemental Security Income	$5,792.00	3		

Provide a description of efforts to reduce homelessness:

Okeechobee County has implemented eviction prevention, foreclosure prevention, and rental move-in assistance to help reduce homelessness.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$350,000.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	$0.00
Total Revenue:	**$350,000.00**

Expenditures/Encumbrances	
Program Funds Expended	$406,850.06
Program Funds Encumbered	
Total Administration Funds Expended	$35,000.00
Total Administration Funds Encumbered	$0.00
Homeownership Counseling	$0.00
Total Expenditures/Encumbrances:	**$441,850.06**

Set-Asides		Percentage
65% Homeownership Requirement	$365,001.06	104.29%
75% Construction / Rehabilitation	$406,850.06	116.24%
30% Very Low Income Requirement	$160,672.21	45.91%
60% Very Low + Low Income Requirements	$210,772.21	60.22%
20% Special Needs Requirement	$214,137.21	61.18%

LG Submitted Comments:

Okeechobee County
Board of County Commissioners

304 NW 2nd Street Okeechobee, FL 34972

Submitted
ACTION ITEM (ID# 2026-1278-OKC)

Department:SHIP
Category:Resolution
Prepared By: Armanda Joiner
Presenter: Armanda Joiner

SUBJECT: ADOPT RESOLUTION 2026-69 AND APPROVAL OF AMENDMENT TO LOCAL HOUSING ASSISTANCE PLAN (LHAP) TO ADD MANUFACTURED HOUSING STRATEGY

MEETING: BOCC Regular Meeting October 8, 2026

FINANCIAL IMPACT:

The Amendment does not appropriate additional funds. Available SHIP funds may be used for the Manufactured Housing Strategy.

COUNTY ADMINISTRATOR RECOMMENDATION:

That the Board of County Commissioners adopt Resolution 2026-69, amending the Okeechobee County Local Housing Assistance Plan (LHAP) for State Fiscal Years 2026/2027 and 2027/2028; and authorize the Chairman to execute the Certification to Florida Housing Finance Corporation (Exhibit B) pursuant to Florida Statute Section 420.9072(2)(a)1 and submission to the Florida Housing Finance Corporation.

BACKGROUND:

Okeechobee County participates in the State Housing Initiatives Partnership (“SHIP”) Program and maintains a Local Housing Assistance Plan (“LHAP”) governing the use of SHIP funds. The County’s current LHAP covers Fiscal Years 2025-2026, 2026-2027, and 2027-2028.

During the 2026 Legislative Session, Senate Bill 594 was enacted as Chapter 2026-173, Laws of Florida, effective July 1, 2026. The legislation amended Florida Statutes §§420.9072 and 420.9075 to require LHAP strategies addressing persons displaced due to the closure of a mobile home park and assistance to mobile home owners, including lot rental assistance for up to six months.

The proposed Amendment adds a Manufactured Housing (Mobile Homes) Strategy to Section II, Housing Strategies, of the County’s LHAP. Consistent with the State model, the strategy provides:

1. **Code 28 – Relocation Assistance:** Assistance for owners/tenants displaced by the closure of a mobile home park.
2. **Code 29 – Lot Rent Assistance:** Assistance to eligible mobile home owners for up to six months.
3. **Code 3 – Rehabilitation/Emergency Repairs:** Rehabilitation and emergency repair assistance.

The strategy serves very low, low, and moderate income households and applies to Fiscal Years 2026-2027 and 2027-2028, the remaining applicable fiscal years of the County's current LHAP. The remainder of the LHAP remains unchanged.

ATTACHMENT:
Resolution 2026-69 Exb. A&B.pdf
Resolution 2025-13 Approving the Local Housing Assistance Plan..pdf
Okeechobee County_FY25-28 LHAP.pdf

RESOLUTION NO. 2026-69

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE LOCAL HOUSING ASSISTANCE PLAN (LHAP); APPROVING THE ADDITION OF A MANUFACTURED HOUSING STRATEGY PURSUANT TO CHAPTER 2026-173, LAWS OF FLORIDA; AUTHORIZING SUBMISSION OF THE AMENDED LHAP TO THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE CHAIRMAN TO EXECUTE NECESSARY DOCUMENTS AND CERTIFICATIONS; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, Florida Statutes §§420.907-420.9079, and Rule Chapter 67-37, Florida Administrative Code, require participating local governments to develop and implement a Local Housing Assistance Plan outlining how SHIP funds will be used; and

WHEREAS, the Board of County Commissioners adopted the Okeechobee County Local Housing Assistance Plan for Fiscal Years 2025-2026, 2026-2027, and 2027-2028 by Resolution No. 2025-13; and

WHEREAS, Senate Bill 594 was enacted as Chapter 2026-173, Laws of Florida, effective July 1, 2026, amending Florida Statutes §§420.9072 and 420.9075 relating to local housing assistance plans and assistance for mobile home owners; and

WHEREAS, Florida Statute §420.9075(3)(d) requires each county and eligible municipality to include in its Local Housing Assistance Plan a strategy addressing the needs of persons deprived of affordable housing due to the closure of a mobile home park; and

WHEREAS, Florida Statute §420.9075(3)(i) requires each county and eligible municipality to include in its Local Housing Assistance Plan a strategy providing program funds to mobile home owners, as defined in Florida Statute §723.003, which must include lot rental assistance; and

WHEREAS, Florida Statute §420.9072(7)(b)3. authorizes lot rental assistance for mobile home owners, as defined in Florida Statute §723.003, for a period not to exceed six months; and

WHEREAS, the County has prepared an amendment to its Local Housing Assistance Plan to comply with Chapter 2026-173, Laws of Florida, for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of Okeechobee County to approve and submit the amendment to the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY, FLORIDA THAT:

Section 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are hereby ratified, adopted, and incorporated into this Resolution as if fully set forth herein.

Section 2. APPROVAL OF AMENDMENT TO THE LOCAL HOUSING ASSISTANCE PLAN. The Board of County Commissioners of Okeechobee County hereby approves the amendment to the County's Local Housing Assistance Plan for fiscal years 2025-2026, 2026-2027, and 2027-2028, attached hereto as Exhibit "A" and incorporated herein, to add the Manufactured Housing Strategy required by Chapter 2026-173, Laws of Florida, for fiscal years 2026-2027 and 2027-2028, for submission to the Florida Housing Finance Corporation pursuant to Florida Statutes §§420.907-420.9079 and Rule Chapter 67-37, Florida Administrative Code. The Board further approves the Certification to Florida Housing Finance Corporation attached hereto as Exhibit "B" and authorizes the Chairman to execute the Certification on behalf of the County.

Section 3. IMPLEMENTING ACTIONS. The Chairman is hereby designated and authorized to execute any additional documents and certifications required or requested by the Florida Housing Finance Corporation relating to the amendment to the Local Housing Assistance Plan. The County Administrator, or designee, is authorized to submit the Amendment, Certification, and any related documents to the Florida Housing Finance Corporation, make any non-substantive modifications required by the Florida Housing Finance Corporation, and take all actions necessary and proper to carry out the provisions of this Resolution and administer the amended LHAP.

Section 4. CONFLICTS. All resolutions, or parts of resolutions, insofar as they are inconsistent or in conflict with the provisions of this Resolution, are hereby repealed to the extent of such conflict.

Section 5. SCRIVENER'S ERRORS. The County Attorney, County Administrator, and Clerk to the Board are authorized to make or approve typographical, clerical, scrivener's, formatting, and other non-substantive corrections to this Resolution and its exhibits that do not change the intent of the Board or any substantive provision of this Resolution.

Section 6. SEVERABILITY. If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such determination shall not affect the remaining portions of this Resolution, which shall remain in full force and effect.

Section 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 8th day of October, 2026.

BOARD OF COUNTY COMMISSIONERS
OF OKEECHOBEE COUNTY, FLORIDA

By: _____
David E. Hazellief, Chairman

ATTEST:

_____
Jerald D. Bryant, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM/LEGALITY:

_____
By: _____, Esq.

TG Law, PLLC as County Attorney

EXHIBIT "A"

AMENDMENT TO THE OKEECHOBEE COUNTY LOCAL HOUSING ASSISTANCE PLAN

A. **Manufactured Housing (Mobile Homes)**	Code 3, 28, 29

a. Summary: The manufactured housing strategy may provide funds for:
   1. Relocation assistance for persons who are deprived of affordable housing due to closure of a mobile home park in accordance with 723.003, F.S. (code 28)
   2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months (code 29)
   3. Rehabilitation/emergency repairs (code 3)

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:
   1. Repayment loan/deferred loan/grant: For relocation assistance and lot rent assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.
   2. Interest Rate: 0%
   3. Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs
   4. Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.
   5. Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.
   6. Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

      In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

      If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

EXHIBIT "B"

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: Okeechobee County

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the

applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

David E. Hazellief, Chairman

_____

Witness

_____

Date

OR

_____

Attest: (Seal)

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

RESOLUTION NO. 2025-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE OKEECHOBEE COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the County has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Okeechobee County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF OKEECHOBEE COUNTY, FLORIDA that:

Section 1: The commission of the Okeechobee County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of April, 2025.

David E. Hazellief, Chairman
Board of County Commissioners
Okeechobee County, Florida

ATTEST:

-Deputy Clerk

Jerald D. Bryant, Clerk
Circuit Court and
Comptroller

OKEECHOBEE COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028

Table of Contents

Description	Page #
Section I, Program Details	**3**
Section II, Housing Strategies	**6**
A. Purchase Assistance Without Rehab	**6**
B. Emergency Repair	**8**
C. Owner Occupied Rehabilitation	**8**
D. Disaster Assistance	**9**
E. Eviction Prevention	**10**
F. Foreclosure Prevention	**11**
G. First and Last Month's Rent	**12**
H. Property Tax Assistance	**13**
Section III, Incentive Strategies	**14**
A. Expedited Permitting	**14**
B. Ongoing Review Process	**14**
C. Inventory List	**14**
Exhibits	**14**
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	Okeechobee County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Applicants will be selected on a first qualified, first served basis with priority for Very Low, Special Needs and Veterans (former military personnel or spouse that have been verified as a veteran under Florida Administrative Code Rule 55A-7.009, DD2-14). After Very Low, Special Needs, and Veterans, applications will be assisted for each strategy to meet the Low Income set-asides, and Essential Service Personnel, followed by the applications of Moderate Income up to 120%.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All administrative duties	10%
Third Party Entity/Sub-recipient	N/A	N/A

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** N/A

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: Okeechobee County will, when economically feasible, incorporate the following Green Building designs into activities.

1. **Energy Conservation:**
   a. Replacement of window air conditioning units with central air conditioning.
   b. Programmable thermostat.
   c. Replacement of shingled roofs with metal roof systems.
   d. Weatherization of windows and doors.
2. **Water Conservation**
   a. Conservative faucets, shower heads, and toilets.
3. **Durability**
   a. Quality standards for materials.

V. **Describe efforts to meet the 20% Special Needs set-aside:** Okeechobee County will attempt to reach special needs through Eviction Prevention, Purchase Assistance, Owner-Occupied Rehabilitation, and Emergency Repair Strategies. Outreach will be conducted with special needs organizations, if necessary, to meet the goals of special needs set-asides.

W. Describe efforts to reduce homelessness: Okeechobee County will make an effort to target people who might become homeless without SHIP assistance by working with local charities and homeless organizations to raise awareness of SHIP Eviction Prevention, Foreclosure Prevention, and Security Deposit and First and Last Month's Rent strategies. Open communication is also encouraged with churches, elder services, and low-income housing developments in the County.

Section II. LHAP Strategies:

A. Purchase Assistance Without Rehab	Code 2

a. Summary: This strategy assists first-time homebuyers with down payment, closing cost assistance and gap financing, to purchase a single family home (not mobile homes) who qualify for a first mortgage with an institutional lender.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: Very Low: $40,000
Low: $25,000
Moderate: $15,000

e. Terms:

1. Repayment loan/deferred loan/grant: : Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage.
1. Interest Rate: 0%
2. Years in loan term: 10
3. Forgiveness: Loan is forgiven on a prorated monthly basis.
4. Repayment: None required as long as the loan is in good standing.
2. Default: Loan will be determined to be in default and the prorated balance shall become due and payable within 30 days if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; or failure to comply with building codes and zoning regulations. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria:

1. Applicant must be a resident of Okeechobee County at time of application.
2. Applicants will be ranked for assistance based on the priorities described in Section I of this plan.
3. Applicants must secure a first mortgage by an approved lender.
4. Applicants will be required to complete a home buyer education course from a HUD approved Counseling agency.
5. Applicants must also contribute a minimum of $1,200 of personal funds toward the purchase of the home (eligible expenses must be listed on the Closing Disclosure and may include, but are not limited to, the cost of inspections, appraisals, initial deposits, or funds paid at closing).

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

B. Emergency Repair	Code 6

a. Summary: Funds will be awarded to applicants in need of emergency repairs to their home. Eligible repairs include but are not limited to structural systems, roofing, windows, electrical wiring, plumbing, and septic, air conditioning, replacement of window units with HVAC, ramps or handicap features for special needs accessibility, or any failure that is an immediate health or safety hazard.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $17,500

e. Terms:
1. Repayment loan/deferred loan/grant: Assistance provided in the form of a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be served on a first-qualified, first served basis based on the priorities described in Section I of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Emergency Repair Program is a one-time award per household, if additional repairs are needed applicants will be referred to the Owner Occupied Rehabilitation strategy. Applicants are not required to have insurance. SHIP Program will pay for initial inspections as part of the maximum award.

C. Owner Occupied Rehabilitation	Code 3

a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards, and life and safety issues.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $30,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage.
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Loan is forgiven on a prorated monthly basis.
5. Repayment: None required as long as the loan is in good standing.
6. Default: Loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property; conversion to a rental property, loss of homestead exemption status; failure to occupy the home as a primary residence; or failure to comply with building codes, zoning regulations, and comprehensive plans. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be served on a first-qualified, first-served basis based on the priorities described in Section I of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: New energy efficiency practices, durable products, and maintenance free designs will be used where possible and when financially feasible.

Applicants must have homeowner's insurance. Mobile homes are not eligible.

D. Disaster Assistance	Code 5, 16

a. Summary: The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be funded and implemented in the event of a disaster using any funds that have not yet been encumbered or with the additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:
b. purchase of emergency supplies for eligible households to weatherproof damaged homes;
c. interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
d. construction of wells or repair of existing wells where public water is not available;
e. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;

f. security deposit for eligible recipients displaced from their homes due to disaster;
g. rental assistance for eligible recipients displaced from their homes due to disaster;
h. temporary rent and utility payments for up to 12 months for eligible tenants;
i. temporary mortgage and utility payments for up to 12 months for eligible homeowners;
j. strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
k. other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Repairs will be prioritized as follows: immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable; repairs necessary to make the home habitable; and repairs to mitigate dangerous situations (exposed wiring). In addition, applicants will be served on a first-qualified, first-served basis based on the priorities described in Section I of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: SHIP funds must be used for eligible applicants and eligible housing. If applicant has homeowner's insurance, applicants must file for and use proceeds from insurance as first option. Applicants are not required to have homeowner's insurance.

E. Eviction Prevention	Code 13

a. Summary: Funds will be awarded to renter households in need of assistance for eviction prevention. Funds are available to pay for up to 3 months of past due rent and late fees.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low and low

d. Maximum award: $4,500

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Assistance is for renter households that have recovered from or are experiencing a temporary hardship that results in mussed rental payments.

Eligible hardships include but are not limited to: recent job loss or income reduction, unexpected vehicle repairs, illness, sudden medical expenses, or death of a family member residing in the household.

All hardships must have occurred within 12 months of application.
Hardship must have occurred prior to rent becoming past due.
Applicant's income must meet guidelines for sustainability of monthly rent amount.
Applicants will be served on a first-qualified, first-served basis based on the priorities described in Section I of this plan.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information:
1. Applicants must have a current lease/rental agreement – lease must be for a minimum of 12 months.
2. Program is limited to one grant per household per calendar year.
3. Rental cannot be a mobile home older than June, 1994.
4. RV's and Lot Rentals are not eligible for assistance.
5. Payment will be made directly to landlord.

F. Foreclosure Prevention	Code 7

a. Summary: Funds will be awarded to homeowners who are in arrears on their first mortgage due to an eligible hardship. Funds will be used to pay up to 3 months past due mortgage payments and late fees.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low and Low

d. Maximum award: $4,500

e. Terms :
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A

3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

e. Recipient/Tenant Selection Criteria: Assistance is for households that have recovered from or are experiencing a temporary hardship that resulted in missed mortgage payments.

Eligible hardships include but are not limited to: recent job loss or income reduction, unexpected vehicle repairs, illness, sudden medical expenses, or death of a family member residing in the household.

All hardships must have occurred within 12 months of application.
Hardship must have occurred prior to mortgage becoming past due.
Applicant's income must meet guidelines for sustainability of monthly mortgage amount.
Applicants will be served on a first-qualified, first-served basis based on the priorities described in Section I of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Mortgage holder must provide a notification or a mortgage statement showing amounts past due.
2. Program is limited to one grant per household per calendar year.
3. Home cannot be a mobile home older than June, 1994.
4. RV's and homes located on Rental Lots are not eligible for assistance.
5. Payment will be made directly to mortgage holder.
6. Home cannot be under an active foreclosure action.
7. Applicants must have homestead exemption.

G. First and Last Month's Rent	Code 23

a. Summary: Funds will be awarded to renter households that need assistance with first and last month's rent.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low and Low

d. Maximum award: $3,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A

4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be served on a first-qualified, first-served basis based on the priorities described in Section I of this plan.
Applicant must be a resident of Okeechobee County at the time of application.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. New landlord must provide a sample lease for review – lease must be for a minimum of 12 months.
2. Prior rental property must be in good standing with no past due or still due payments.
3. Program is limited to one grant per household per 5 calendar years.
4. Rental cannot be a mobile home older than June, 1994.
5. RV's and Lot Rentals are not eligible for assistance.
6. Payment will be made directly to landlord.

H. Property Tax Assistance Strategy	Code

a. Summary: Funds will be awarded to SHIP eligible homeowners who occupy their homes to assist with default property tax including ad valorem and non-ad valorem assessments. Funds awarded can cover up to 2 years of past due property tax payments including late fees.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low

d. Maximum award: $6,500

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria:
Applicants must document their eligibility by providing the following:
1. Applicants will be served on a first-qualified, first served basis based on the priorities described in Section I of this plan.
2. A copy of current and, if any, prior year Property Tax past due notice.
3. A copy of homestead exemption.
4. Proof that the mortgage terms are up to date and the home is not undergoing foreclosure.

5. Proof of total household income for qualification.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. Program is limited to one grant per household per 18 months.
2. Payment will be made directly to Okeechobee County Tax Collector.
3. After first award is granted, any future assistance will require any and all tax exemptions to have been applied for and issued.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

C. Other Incentive Strategies Adopted:

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

Okeechobee County		
Fiscal Year: 2022-2023		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	33,280.00
Office Supplies and Equipment	$	750.00
Travel Per diem Workshops, etc.	$	220.00
Advertising	$	750.00
Other*	$	
Total	$	35,000.00
Admin %		10.00%
		OK
Fiscal Year 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	33,280.00
Office Supplies and Equipment	$	750.00
Travel Per diem Workshops, etc.	$	220.00
Advertising	$	750.00
Other*	$	
Total	$	35,000.00
Admin %		10.00%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	33,280.00
Office Supplies and Equipment	$	750.00
Travel Per diem Workshops, etc.	$	220.00
Advertising	$	750.00
Other*	$	
Total	$	35,000.00
Admin %		10.00%
		OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.		
Details:		

Exhibit B
Timeline for SHIP Expenditures

_Okeechobee County_____ affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government: OKEECHOBEE COUNTY

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	0	$40,000	2	$25,000	2	$15,000	$80,000.00	$0.00	$80,000.00	4
3	Owner Occupied Rehabilitation	Yes	0	$30,000	1	$30,000	1	$30,000	$60,000.00	$0.00	$60,000.00	2
5	Disaster Assistance	Yes	1	$10,000	0	$10,000	0	$0	$10,000.00	$0.00	$10,000.00	1
6	Emergency Repair	Yes	3	$17,500	3	$17,500	1	$17,500	$122,500.00	$0.00	$122,500.00	7
7	Foreclosure Prevention	No	1	$4,500	1	$4,500	0	$0	$0.00	$9,000.00	$9,000.00	2
	Property Tax Assistance	No	1	$6,500	0	$0	0	$0	$0.00	$6,500.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		6		7		4		$272,500.00	$15,500.00	$288,000.00	17
	Purchase Price Limits:		New	$ 510,939	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	2	$4,500	2	$4,500	0	0	$0.00	$18,000.00	$18,000.00	4
23	First and Last Month's Rent	No	1	$3,000	2	$3,000	0	0	$0.00	$9,000.00	$9,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		4		0		$0.00	$27,000.00	$27,000.00	7
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		77.9%	OK
Homeownership % (65% requirement)		82.3%	OK
Rental Restriction (25%)		7.7%	OK
Very-Low Income (30% requirement)		$ 85,500	24.4% OK
Low Income (30% requirement)		$ 149,000	42.6% OK
Moderate Income		$ 77,500	22.1%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: OKEECHOBEE COUNTY

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	0	$40,000	2	$25,000	2	$15,000	$80,000.00	$0.00	$80,000.00	4
3	Owner Occupied Rehabilitation	Yes	0	$30,000	1	$30,000	1	$30,000	$60,000.00	$0.00	$60,000.00	2
5	Disaster Assistance	Yes	1	$10,000	0	$10,000	0	$0	$10,000.00	$0.00	$10,000.00	1
6	Emergency Repair	Yes	3	$17,500	3	$17,500	1	$17,500	$122,500.00	$0.00	$122,500.00	7
7	Forelcosure Prevention	No	1	$4,500	1	$4,500	0	$0	$0.00	$9,000.00	$9,000.00	2
	Property Tax Assistance	No	1	$6,500	0	$0	0	$0	$0.00	$6,500.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		6		7		4		$272,500.00	$15,500.00	$288,000.00	17
	Purchase Price Limits:		New	$ 510,919	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	2	$4,500	2	$4,500	0	0	$0.00	$18,000.00	$18,000.00	4
23	First and Last Month's Rent	No	1	$3,000	2	$3,000	0	0	$0.00	$9,000.00	$9,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		4		0		$0.00	$27,000.00	$27,000.00	7
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		77.9%	OK
Homeownership % (65% requirement)		82.3%	OK
Rental Restriction (25%)		7.7%	OK
Very-Low Income (30% requirement)		$ 85,500	24.4% OK
Low Income (30% requirement)		$ 149,000	42.6% OK
Moderate Income		$ 77,500	22.1%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

\ OKEECHOBEE COUNTY

Estimated Funds (Anticipated allocation only):	$ 350,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	0	$40,000	2	$25,000	2	$15,000	$80,000.00	$0.00	$80,000.00	4
3	Owner Occupied Rehabilitation	Yes	0	$30,000	1	$30,000	1	$30,000	$60,000.00	$0.00	$60,000.00	2
5	Disaster Assistance	Yes	1	$10,000	0	$10,000	0	$0	$10,000.00	$0.00	$10,000.00	1
6	Emergency Repair	Yes	3	$17,500	3	$17,500	1	$17,500	$122,500.00	$0.00	$122,500.00	7
7	Foreclosure Prevention	No	1	$4,500	1	$4,500	0	$0	$0.00	$9,000.00	$9,000.00	2
	Property Tax Assistance	No	1	$6,500	0	$0	0	$0	$0.00	$6,500.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		6		7		4		$272,500.00	$15,500.00	$288,000.00	17
Purchase Price Limits:			New	$ 510,919	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	2	$4,500	2	$4,500	0	0	$0.00	$18,000.00	$18,000.00	4
23	First and Last Month's Rent	No	1	$3,000	2	$3,000	0	0	$0.00	$9,000.00	$9,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		4		0		$0.00	$27,000.00	$27,000.00	7
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		77.9%	OK
Homeownership % (65% requirement)		82.3%	OK
Rental Restriction (25%)		7.7%	OK
Very-Low Income (30% requirement)		$ 85,500	24.4% OK
Low Income (30% requirement)		$ 149,000	42.6% OK
Moderate Income		$ 77,500	22.1%

Exhibit D
67-37.005(1), F.A.C.
2025

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: OKEECHOBEE COUNTY

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the

local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Witness

David E. Hazellief, Chairman
Board of County Commissioners

Date: April 10, 2025

OR

Attest: _____-Deputy Clerk.
Jerald D. Bryant, Clerk of the Circuit Court
& Comptroller
Okeechobee County, Florida

(Seal)

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

RESOLUTION NO. 2025-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE OKEECHOBEE COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the County has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Okeechobee County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF OKEECHOBEE COUNTY, FLORIDA that:

Section 1: The commission of the Okeechobee County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of April, 2025.

David E. Hazellief, Chairman
Board of County Commissioners
Okeechobee County, Florida

ATTEST:

-Deputy Clerk

Jerald D. Bryant, Clerk
Circuit Court and
Comptroller