



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP AGENDA

Monday, March 28, 2022 – 5:00 p.m.

Call Workshop to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

Public Comments – At this time, any person will be allowed to speak.

- 1. Police Department Accreditation Update** – Police Chief Thomas Lewis
- 2. City Rental Property Agreement Analysis**
 - a. Senior Citizen Building**
 - b. Sikes Park Building and Property**
 - c. Country Club Building**
 - d. Clewiston Performing Arts Center (CPAC) Building**
 - e. Clewiston Junior Football Association Buildings**
 - f. Seacoast National Bank ATM & Drive-Thru Access Location**
 - g. Hendry County Hospital Authority d/b/a Hendry Regional Medical Center Building**
 - h. Forage Management, LLC Land Lease**
 - i. YMCA of Southwest Florida**
 - j. 205 West Ventura Avenue Building (former PD location)**
- 3. Facility Naming Policy Discussion**
- 4. Code Enforcement Lien Report**
- 5. Congressional Appropriation Request for FY 2023 for WWTP Improvements & Expansion**
- 6. City Attorney Discussion**
- 7. Upcoming April 18, 2022 Agenda Topics**
 - a. WWTP Improvement & Expansion Request**
 - b. Ordinance No. 2022-01 – Final Public Hearing** – providing for inclusion of private property rights element in the Comprehensive Plan

- c. FY 2022/2023 Traffic Signal Maintenance and Compensation Agreement Exhibit “A”**
- d. Forage Management, LLC Land Lease Renewal**

Adjournment

The City of Clewiston is an equal opportunity provider and employer.

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk’s office at (863) 983-1484, extension 105, or FAX (863) 983-4055 for information or assistance.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of the proceedings, and that, for such purpose, the person may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

I, the undersigned authority, do hereby certify the above Notice of Meeting of the City Commission of the City of Clewiston is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the front and rear entrances of City Hall, a place convenient and readily accessible to the general public at all times.

Mary K. Combass, City Clerk



INTER-OFFICE MEMORANDUM

DATE: March 15, 2022
TO: Randy Martin, City Manager
SUBJECT: Law Enforcement Accreditation

The police department is focused on achieving accredited status through the [Commission for Florida Law Enforcement Accreditation, Inc.](#) Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. The state accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. It will provide our government leaders and citizens alike the comfort of knowing that their police department is operating at the highest level. According to State Accreditation staff, the below numbers represent the current number of state accredited agencies in Florida.

- 115 Municipal Police Departments (out of 255)
- 36 Sheriff's Offices (out of 67)
- 17 State and University Departments
- 16 Agencies in Process

To achieve accredited status, the police department will need to meet [standards](#) in various areas, to include policies and forms, recruitment and selection, issued equipment, training, audits and inspections, records, evidence, fiscal activities, etc.

There are a number of financial impacts/costs associated with the Clewiston Police Department becoming accredited. A comprehensive list will be submitted as part of the upcoming budget proposal in fiscal year 2022-2023. Those items will include the following:

Item	Estimated Cost
Accreditation Manager position (addition of 1 FTE)	\$60,000.00 ¹
Additional computer, telephone, office supplies, etc.	\$2,000.00
Annual fees to the Commission for Florida Law Enforcement Accreditation, Inc.	\$450.00
PowerDMS Accreditation Software Fees	\$500.00
Training <ul style="list-style-type: none">○ Additional training for officers and other employees○ Firearms and all less-lethal training from every two years to every year○ Initial and recurring Accreditation Manager training○ Accreditation Training Conferences – 3 per year○ Increased costs in line items for hotel, per diem, and mileage	\$20,000.00

¹ This figure is estimated with \$40,000 annual salary and remaining cost for employee benefits

Equipment	\$10,000.00
Assessment fees (6 assessors – hotel, per diem, and mileage)	\$3,000.00

Over the past 9 months, the department has been diligently working toward accreditation and has achieved the following:

- We have updated 159 policies and 106 forms. Absent of accreditation-related updates (which occur three times per year), we are now 100 percent accreditation-compliant in this area.
- We have ordered new fleet vehicles with much needed equipment, new patrol and office computers, Personal Protective Equipment, sharps containers, first aid kits, and traffic cones to get a head start on some of the mandated equipment.
- We have begun several projects to come into compliance with the mandated audits and inspections, to include a full audit of the evidence vault, an updated property inventory list, standardized vehicle line inspections, etc.

With the above items completed, the department is confident that we will accomplish the remaining compliance items with the addition of an Accreditation Manager and the needed funding for equipment and training. If the funding can be obtained for the Accreditation Manager position, his/her needed equipment, and accreditation-related fees prior to the upcoming fiscal year, the police department is ready to move forward immediately.

Once ready, the first step is to sign a contract with the [Commission for Florida Law Enforcement Accreditation, Inc.](#) (See attachment). In addition to other things, the contract is an agreement that within 24 months, the police department will be able to show 12 months of compliance when the independent team conducts a three-day assessment of the department.

If you have any questions, please let me know.

/s/
Thomas P. Lewis
Chief of Police

Attachment: 1

CC: File

TPL



**THE COMMISSION FOR
FLORIDA LAW ENFORCEMENT ACCREDITATION**

LAW ENFORCEMENT AGREEMENT

This Accreditation Agreement is entered into between the **AGENCY**, with principal offices at **AGENCY ADDRESS**, hereafter referred to as the “Applicant,” and The Commission for Florida Law Enforcement Accreditation, Inc., a Florida not-for-profit corporation, at P.O. Box 1489, Tallahassee, Florida, 32302, hereafter referred to as the “CFA.”

The Applicant and the CFA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the CFA by the Applicant hereinafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT

- 1.1. The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant’s compliance with the standards established by the CFA in order for the CFA to determine if the Applicant is eligible for accredited status; and, (b) by maintaining compliance with those standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Reaccreditation, the purpose of this Agreement is to maintain the relationships between, and set the continued responsibilities of the parties to this Agreement by the CFA’s assessing the Applicant’s continuing compliance with applicable standards established by the CFA.
- 1.3. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information, using its best and honest judgment in good faith, requested by the CFA.
- 2.2. Provide all documents, files, records, and other data as required by the CFA unless prohibited by law.
- 2.3. Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the CFA.
- 2.4. Appoint one or more persons to assist the CFA's representatives, hereafter referred to as the "Assessors," provide access to files, records, and personnel and provide a workspace and equipment necessary to conduct the assessment.
- 2.5. In order to be considered for accreditation or reaccreditation, the Applicant must send an agency command level representative to appear for review before the CFA at the next general meeting following the Applicant's formal assessment. If an agency representative cannot attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting. If a continuance is granted by the CFA, the Applicant shall appear at the next scheduled meeting. At that meeting:
 - If the Applicant is seeking initial accreditation, the effective date of accreditation (if awarded) will be the date the Applicant's representative appears before the CFA at a scheduled general meeting.
 - If the Applicant is seeking reaccreditation, the effective date of reaccreditation (if awarded) will be the date of the next general meeting following the Applicant's formal assessment.

Any questions regarding this procedure should be brought to the attention of the Applicant's program manager as soon as possible.

3. CFA'S RESPONSIBILITIES

The CFA agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation process.
- 3.2. Develop and maintain specific requirements and prescribed standards for accreditation.
- 3.3. Provide Assessors for the purpose of conducting formal assessments as to the Applicant's compliance with standards.
- 3.4. Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, or (b) the results of the formal assessment.
- 3.5. Assess all compliance data against the standards and certify the Applicant as accredited if the relevant standards are met and compliance is accepted by the CFA.
- 3.6. If the Applicant is accredited, provide a framed certificate.
- 3.7. Following an examination of compliance with the applicable standards, if the Applicant is not accredited by the CFA, the Applicant will be notified with the reasons for such determination in writing within 30 days.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Chief Executive Officer or authorized representative and the CFA's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate:
 - 4.2.1. If the Applicant fails to schedule an assessment within 24 months of signing this agreement; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or

- 4.2.4. Upon notification pursuant to Section 12, that the Applicant cannot maintain compliance with standards set forth by the CFA; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited status.
- 4.3. The Applicant may submit a written request to the CFA to extend the time requirements of this Agreement in order to comply with the relevant standards for accreditation. The CFA, in its discretion, may grant an extension in accordance with the Extension Request Policy. The Commission expects an agency command level representative will attend the Commission meeting to represent the agency.

5. MODIFICATIONS

- 5.1. Applicant shall not make any modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges it may be necessary for the CFA to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the payment of fees as outlined in Section 6 below, and the accreditation standards and procedures related thereto and hereby agrees to endorse and agree to all such modifications and amendments. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses to comply with any modifications or amendments, the CFA reserves the right to terminate this Agreement by giving notice to Applicant by registered or certified mail, return receipt requested, within twenty 20 days, of such refusal.

6. TIME AND MANNER OF PAYMENT

- 6.1. Payment of fees for agencies pursuing initial full compliance accreditation shall be based upon the fee structure below and must be paid prior to the formal

assessment. The fee structure is based on the number of authorized, sworn law enforcement positions within the agency at the time this Agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$450.00
25-99	900.00
100-299	1,800.00
300-499	3,000.00
500+	3,900.00

6.2. The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.

6.3. Applicants pursuing accreditation through the Core Competencies Program or Comparative Compliance, (those applicants currently accredited as Advanced Law Enforcement with the Commission on Accreditation for Law Enforcement Agencies (CALEA)) shall be required to pay a fee to the CFA in accordance with the fee structure below. This fee structure is based on the number of authorized sworn law enforcement positions at the time this Agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$300.00
25-99	600.00
100-299	1,200.00
300-499	1,800.00
500+	2,400.00

6.4. The Applicant shall be responsible for an annual software maintenance fee for use of the Commission approved accreditation software.

6.5. The Applicant agrees any and all fees submitted will be forfeited if the Applicant does not schedule an assessment within two years or withdraws from the process

before the completion unless an extension is granted pursuant to Section 4.3 above.

- 6.6. After the initial accreditation is awarded, the Applicant will be billed annually for their reaccreditation fees. The annual reaccreditation fee, which is not refundable, shall be based upon one third of the fee structure set forth in Section 6.1 for full compliance agencies and Section 6.3 for comparative compliance agencies. The annual payment does not include formal assessment costs, which will be paid in accordance with Section 6.2 of this Agreement.

7. THE CFA AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, the CFA is acting as an independent contractor, and neither the CFA, nor any officer, employee, nor agent of the CFA will be deemed an employee of the Applicant. The selection and designation of the personnel of the CFA as it relates to performance of its responsibilities under this Agreement shall be made by the CFA.

8. WARRANTY NOT INTENDED OR IMPLIED

- 8.1. It is understood the CFA's award of accreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable standards of accreditation and further, it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.
- 8.2. The CFA makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to the aspect of the standards contained herein.

9. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant there are no promises, terms, conditions, or obligations other than those contained

herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby. The terms and conditions of this Agreement shall be binding on the Applicant for the entire accreditation period.

11. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

12. MAINTAINING THE APPLICANT'S ACCREDITED STATUS

12.1. Upon an award by the CFA of accreditation or reaccreditation, the Applicant agrees to remain in compliance with the Standards Edition under which accreditation or reaccreditation was awarded. New or amended standards are effective upon approval by the CFA; however, unless specified, accredited agencies have one year to achieve compliance with new or revised standards. The Applicant must demonstrate compliance with new and amended standards at its next formal assessment following the approval date of such standards.

12.2. After an award of accreditation, the Applicant is required to

- File a brief annual report that certifies continuing standards compliance on a form provided by the CFA and
- Promptly notify the CFA if circumstances exist that threaten noncompliance with standards under which the Agency was accredited.

12.3. If the CFA determines reasonable grounds exist to believe an agency is not in compliance with the standards under which accreditation was awarded, the CFA may require an immediate assessment at any time during the Applicant's

accreditation period at the expense of the Applicant. If the assessment demonstrates the Applicant is not in compliance with the standards under which it was accredited, the CFA may take action regarding the Agency's accredited status as the CFA deems appropriate, up to and including revocation of accreditation.

12.4. If the Commission becomes aware of events, circumstances or external criminal justice investigations that cause significant concerns regarding the agency's ability to comply with standards, the Commission has the right to defer the agency's assessment or review to a later date selected at the discretion of the Commission.

12.5. If such events, circumstances or external criminal justice investigations result in causing substantial doubts of the agency's compliance with standards, the Commission has the right to revoke the agency's accreditation.

13. WAIVER

Any waiver by the CFA of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE

Any notice between the parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

16. CONSENT TO BE BOUND

16.1. The Applicant's Chief Executive Officer or designee has read and agrees to be bound by the Standards set forth by the CFA.

- 16.2. All disputes arising under this Accreditation Agreement pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of the CFA pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between the CFA and Applicant shall be resolved through voluntary binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Both parties agree the location of the proceedings will be determined by the party not instituting the request for binding arbitration.
- 16.3. The person signing on behalf of the Applicant hereby represents and warrants he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of this Section 16.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on this _____ day of _____, _____.

Signature of Chief Executive Officer

Signature of other civil authority (if required)

Printed Name

Printed Name

Title of Chief Executive Officer

Title of other civil authority

IN WITNESS WHEREOF, the CFA has caused this Agreement to be executed by its Executive Director, Danielle Terrell, on this _____ day of _____, _____.

Signature of Danielle Terrell
Executive Director

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

March 28, 2022

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: City Rental Property Agreement Analysis

BACKGROUND

As requested, management has undertaken an analysis of available properties owned by the City either already being leased, rented or potentially available. Although reports such as this are time consuming, management is pleased to provide the Commission this important information in a collective format that creates a perpetual reference document which puts historical perspective on city actions and motivations that should be properly documented and periodically updated and kept available to assist in future decision-making processes. Regarding the specific properties currently leased or being utilized in like manner, the Finance Director has provided a summary of revenue & expenses related to several properties which is enclosed for your information.

Included in this analysis are: 1) the **Senior Citizen building**, which was constructed in 1978 and is located at 1200 W.C. Owen Avenue adjacent to the John Boy Auditorium parking lot, a portion of which is **leased by Hope Hospice & Community Services, Inc.**, a non-profit corporation existing under the laws of the State of Florida; 2) the **Sikes Park Building**, which dates back to 1956 and is located at 515 Valencia Street, and **leased by Little Disciples Learning Center, Inc.**, a for-profit Florida corporation (referred to as “the preschool building” or “Sikes Park”); 3) the **Clewiston Country Club building**, which was constructed in 1965 and is located at 1201 San Luiz Avenue on golf course property, and **leased by Clewiston Country Club, Inc.**, a non-profit corporation existing under the laws of the State of Florida; 4) the **Clewiston Performing Arts Center (CPAC) building**, which was constructed in 1970 and is located at 725 Central Avenue, which is

utilized without a formal lease agreement by the CPAC group with a condition of their use of the facility being any utility usage exceeding \$1,500 per year would be the responsibility of the users. Users are also currently responsible for miscellaneous building related expenses as reflected on the revenue and expense analysis; and, 5) two buildings known as the **“old Cougar building”**, constructed in 1995 and located on Sugarland Park Drive, and the **“new Cougar building”**, constructed in 2004 and located off W. Sonora Avenue near the John Boy Auditorium parking lot, which are **utilized without a formal lease agreement by the Clewiston Junior Football Association** with a condition of their use of the facilities being that they are entirely responsible for utility usage and certain miscellaneous building related expenses as reflected on the revenue and expense analysis.

Other than these properties, the City also has the following: 6) **a lease with Seacoast National Bank, a for-profit corporation, for the location of an ATM machine and drive-thru** at 300 S. Berner Road in the parking lot of the new Police Department site (the construction date is unknown for these improvements which pre-existed the city purchase of the site in December, 2017 for the purpose of relocating police department operations); 7) **a lease with the Hendry County Hospital Authority, d/b/a Hendry Regional Medical Center located at 544 W. Sugarland Highway** for a building originally constructed circa 1948 at a different location but which is now located on hospital owned real estate (referred to as the **“old Chamber of Commerce building”**); 8) **a land lease with FORAGE MANAGEMENT, LLC, a for-profit corporation, for 220.5 acres of property in close proximity to the Wastewater Treatment Plant (WWTP) located on Feedlot Road** for authorized agricultural farming type uses; and, 9) **an agreement with the YMCA of Southwest Florida, Inc., a non-profit corporation, that provides for use of certain city facilities** to conduct summer recreation programs within the community.

Lastly, the City owns a vacant building and property located at 10) **205 W. Ventura Avenue** (former police department location) with the building originally constructed by others for commercial use in 1960 and which with improvements could potentially be available for commercial, storage or non-emergency service

type rental uses. As previously reported, miscellaneous city equipment is being temporarily stored in the rear bay areas of the building, but various parties have expressed interest in renting all or portions of the facility. Neither a recommendation nor a final determination regarding the future of this facility and site has been finalized as yet. At the upcoming workshop, an update on preliminary structural evaluation efforts, other relevant information and potential options for the property considered by management thus far will be reviewed.

ANALYSIS

When performing an analysis of each of these properties and their uses, it is obvious that circumstances vary significantly which is not uncommon in municipal experience with leases and other such arrangements. It is actually quite common for use agreements to evolve over time as circumstances dictate or potential alternatives are identified. In instances where an organization is allowed to occupy a public space to provide a desired benefit to some element of the public, agreements typically are wide-ranging in their terms often reflecting the municipality's desire to allow and even encourage services to be available to the public that are not generally provided by the city government. Such is clearly the case in the Clewiston experience with the facilities and uses referenced in this report. To supplement the aforementioned Finance Department summary, the Public Works Department has provided management with multi-year records of material and equipment purchases and staff time recorded for performing periodic building maintenance activities. To calculate and compare facility maintenance costs, management has utilized average hourly pay rates where applicable for department maintenance and janitorial staff and the actual related material purchases. The cumulative effect of these items for each of the facilities is summarized in the analysis that follows. Specifically for each of the current publicly-owned properties, management offers the following comments:

- 1) Concerning the **Senior Citizen building**, this is a typical municipal facility that provides a venue for seniors to gather for a variety of uses which are often coordinated as part of a city department such as parks, recreation & leisure services. It is also not unusual to have arrangements with organizations like Hope Hospice or some other agency to lease a portion of the facility (e.g. in

this case the “front office together with use of the kitchen facilities as needed”) to provide for meals distribution and related activities to occur. Such arrangements often serve to preclude local government from being requested to directly provide expanded services to fill voids when such programs are not otherwise readily available. A copy of the most current lease agreement is included with this report for reference. As for the finance department prepared revenue and expense analysis for the past three fiscal years, considering these results alone reflects that the rental amount covers the basic annual operating costs for the city as landlord. The obvious difference with this property, in comparison to some of the other leased properties reviewed in this report, is the city pays the entire utilities cost. It is noteworthy, however, that the Hope Hospice organization only leases a specific portion of the building as reflected in the lease agreement and they do not enjoy exclusive use of the kitchen area. In this case, a broader view of the total associated costs for this facility requires further analysis. Based upon management’s assessment of available documentation, the public works department maintenance records cumulatively reflect an average annual cost in materials and city in-kind labor for this facility of \$430.30 per year for the past five fiscal years. The stated maintenance cost does not, however, include janitorial services provided by the city staff for this facility. Adding this in-kind cost of an estimated \$3,488.16 annually to the analysis, the city is operating at a deficit and subsidizing the facility operations in an approximate amount of \$150.00 per month over the current rent which again is only for a small portion of the facility square footage. Yet, increasing the current tenant’s rent is not recommended since the total 5,625 sq. ft. facility is not included in the lease and the entire facility has been historically utilized for a broader range of senior citizen uses than those provided by the current lessee. In context, this situation is not dissimilar to the youth center operations where the rentals received historically do not cover all the costs of operations. Note that no major capital improvements on the senior citizens facility have been recorded during the period.

- 2) The lease of the **Sikes Park building** is not a municipal service anomaly per se as child care type services are often directly provided by local governments and certainly deemed as having public benefit especially when the level of private sector services is deemed lacking. If the private sector creates a competitive environment that adequately meets service demand needs, the city could be exposed to potential criticism if terms are not competitive. However, the reality of the city owning a building that has no other municipal value at this time in terms of its use for providing direct city services and which would otherwise be vacant, creates a situation where the city can and should have the ability to serve as a landlord like any other property owner or agent unless the city determines a potential sale of the property is a better long-term course of action. A copy of the most current lease agreement is included in this report for reference. As for the revenue and expense analysis for the past three fiscal years, the results are reflective of the rent amount more favorably covering annual operating costs for the city as landlord. The obvious reason is the lessee is entirely responsible for the utilities. The public works department maintenance records cumulatively reflect a minimal average annual cost in materials and city in-kind labor for this facility of \$273.97 per year for the past five fiscal years. Consistent with the terms of the lease for this 1,650 sq. ft. building, the city does not perform janitorial services as the lessee is responsible. Per the lease, the city retains the responsibility for the grounds which include a park area with limited equipment. No major capital improvements to this facility have been recorded during the period.

- 3) Management previously provided the Commission detailed analysis of the history of the **Country Club building** and the evolution of the leasing terms over the decades since the leasing arrangement was initiated with the same tenant beginning in 1965. The Commission discussed the particulars of this facility and the unique aspects of the lease arrangement at length during a November 29, 2021 workshop, so this report will not repeat that information rather supplement with additional information collected since. A copy of the most current lease agreement is included for reference. As for the revenue

and expense analysis for the past three fiscal years, the results are reflective of the rent amount covering annual operating costs for the city as shown in the Finance Department report. As indicated, the tenant is responsible for the utilities under the current lease terms. Consistent with lease provisions which share building maintenance responsibilities between the tenant and city, the public works department maintenance records cumulatively reflect a minimal average annual cost in materials and city in-kind labor for this facility of \$258.33 for the past five fiscal years. Also consistent with the lease terms, the city does not perform janitorial services as the lessee is responsible. In terms of major capital improvements on the exterior of this facility during the analysis period, the 5,600 sq. ft. building had a replacement roof installed after hurricane damage in early 2019. Despite the lease terms stipulating that the lessee is responsible for interior maintenance and the city responsibility being limited to the exterior of the building, Clewiston Country Club, Inc. paid all costs associated with the roof replacement in excess of the available insurance and eligible FEMA reimbursement proceeds received by the city for the damages. Clewiston Country Club, Inc. paid \$22,473.00 of the total cost of \$34,473.00 for the project. The exterior of the Country Club building was repainted in 2021 at the same time the pro shop building was repainted. Based upon the lease terms, this cost would also have been the city's responsibility. The entire cost of \$18,310.00 was paid with a generous donation from the U.S. Sugar Corporation. If the city desires to pursue proposals from interested parties to potentially operate a restaurant in the facility as has been mentioned, a major concern is that the current lessee is responsible for all equipment in the facility including HVAC and the kitchen. Typical commercial leases put the HVAC type equipment responsibility on the building owner in my experience. It is questionable whether a different tenant, particularly a for-profit type entity, would agree to accept this responsibility in a new lease. It would also require a significant upfront investment by a new tenant or the city to acquire or replace the existing kitchen equipment. This consideration alone could limit potential tenant interest and pose a major obstacle in negotiating future facility rental terms. Having just completed satisfying the requirements to provide a fully code

compliant commercial kitchen in the youth center, this is a very large expense that would be most impactful on the potential for increasing rent revenues in a new lease agreement especially in the near term.

- 4) The **CPAC building** is utilized by performing arts groups composed primarily of children that conduct programs commonly associated with municipal parks & recreation type services. The lack of a formal lease agreement makes this use less certain, but in my experience this can be easily remedied through arrangements with “instructors” or volunteers of the activities to satisfactorily address liability considerations and other facility use matters. As for the revenue and expense analysis, it is not surprising without a lease agreement and rental income that the city is operating at a deficit and subsidizing the operations of this 1,860 sq. ft. facility as is the case with other similar indoor city recreation & leisure facilities not detailed in this report (e.g. the 6,513 sq. ft. Charles E. Wetherald Youth Center & the 11,948 sq. ft. John Boy Auditorium), as well as, the outdoor parks & recreation facilities (e.g. the ballfields, tennis courts and golf course). The public works department maintenance records cumulatively reflect a minimal average annual cost in materials and in-kind labor for this facility of \$162.95 for the most recent three fiscal years serviced. The users do provide their own janitorial services for the facility which relieves the city from associated in-kind staff costs. Similar to most of the other facilities, no major capital improvements to this building have been recorded during the analysis period.

- 5) The **old Cougar building and the new Cougar building** located at Sugarland Park are utilized by the **Clewiston Junior Football Association for youth sports programs** including specifically lockers and associated equipment storage. As for the revenue and expense analysis, this facility reflects no revenue due to the absence of a lease agreement, but the lack of any significant city expenses particularly utility costs prevents these buildings from operating at a significant deficit in like manner to a couple of the other use arrangements reported herein. Currently, the only associated city expense (\$192.00 annually) is for pest control services on the oldest of the two

facilities which is associated with the shared public bathrooms in that building also utilized by other park users including the spring sport programs. Each building contains 1,824 sq. ft. and the users are primarily responsible for janitorial services for the facilities. Reflective of the historical limited city staff involvement with the buildings, public works department maintenance records did not report expenses during the period. Staff did advise that the users upgraded the HVAC equipment during the period at their own expense. These buildings are much newer than most of the other properties listed in this report and not surprisingly no major capital improvements to either facility have been recorded during the analysis period.

- 6) The **Seacoast National Bank ATM machine and drive-thru access location** was one of the outcomes of the city's acquisition and relocation of the Police Department operations. The current lease is included herewith for information, but there is no Finance Department analysis of revenue and expenses provided given the unique nature of the use and the lack of any city maintenance responsibilities for the leased facilities and equipment. Providing for these types of facilities on publicly-owned property, in my experience, is not an uncommon municipal allowance. It is a reasonable argument, that such opportunities are an acceptable amenity for the convenience of the public, including locals as well as visitors, particularly in locations where private sector options may be limited to meet needs. In these times of dwindling full-service banking branches nationwide, it is a consideration that flexibility in such arrangements serves the public's interests.

- 7) Since 2006, the city has maintained a lease arrangement with the **Hendry County Hospital Authority, d/b/a Hendry Regional Medical Center for a small office building located on hospital property** at 544 W. Sugarland Highway. The 768 sq. ft. building is utilized as the offices of the hospital foundation. The current lease is enclosed for information. The lease is silent on maintenance and repairs. According to staff, the hospital has historically been responsible for maintenance and operating expenses at the facility since

the lease began. This being the case, no revenue and expense analysis is provided especially since the rent is \$1.00 per year. Prior to 2006, the building housed the offices of the Clewiston Chamber of Commerce for over fifty years combined at two locations. The building was occupied circa 1950 for the Chamber's use and was previously located in Civic Park. Management was recently briefed by staff regarding this arrangement with limited research on the past actions to date. City records reviewed thus far provide insight on the motivation for the 1976 relocation of the building from Civic Park where it housed the Chamber for more than 30 years, but limited information has been obtained on discussions leading up to the lease agreement with the hospital after the Chamber left the facility. A municipal lease for a building on property owned by another is not commonplace in my experience. The city does not have any recent records of capital expenditures or a needs assessment for the facility. Limited information was obtained from city records but it was dated 2002. The city does cover the building under the property insurance with the asset value included in the city's blanket coverage for buildings. The associated property value is quite low, so it has minimal impact on premium cost.

- 8) The land lease with, **FORAGE MANAGEMENT, LLC, for authorized agricultural farming uses** on 220.5 acres of property, located in close proximity to the WWTP is enclosed. A land lease for this site has been in place for several years and was an outcome of a request for proposals solicited in 2016 from interested parties which only generated one response. The current five year lease which recently ended is enclosed for information. Staff is in contact with the current lessee and, barring any issues arising, intends to recommend renewal of the lease at an upcoming meeting as provided for in the lease terms. The property utilized is important to WWTP operations and provides for meeting treated effluent spray field requirements consistent with the operating permit for the plant.
- 9) The recently approved agreement with the **YMCA of Southwest Florida for use of certain city recreation facilities** is also included for reference. This

renews and continues a relationship with the YMCA that was in place prior to the pandemic pause of the past couple of years. Prior to the YMCA arrangement, the city previously provided its own summer recreation programs. This is clearly a typical municipal service agreement whereby the YMCA does not compensate the city in the form of a lease of the facilities but provides these services to community youth on behalf of the city consistent with the agreement terms. The recently approved agreement is enclosed for information. Given the nature of this service agreement, no revenue and expense evaluation is provided in this report. One of the specific facilities utilized by the YMCA which will be available for the upcoming summer program period is the recently renovated 6,513 sq. ft. youth center building. This 60 year old facility has consistently been the complete operating cost and maintenance responsibility of the city and in like manner to other recreational type buildings and facilities, historically has operated at a deficit. It is believed that the recent renovations and facility enhancements will improve the revenues associated with rental uses and lower the amount of operating subsidy accordingly.

- 10) The **city-owned building at 205 W. Ventura Avenue**, which formerly housed the police department, has now been unoccupied since June 25, 2019 in terms of department operations. This past calendar year city staff successfully completed the process of relocating remaining records and property from the facility and performed a comprehensive facility cleanup. This allowed the initial professional evaluation of the structural elements of the 10,000 sq. ft. building to begin and provided space for temporary miscellaneous equipment storage to occur. A copy of this independent preliminary evaluation feedback is provided for information. In the meantime, it can be a concern for significant portions of a building to remain vacant for long periods of time. There are some costs associated with properly maintaining the facility even during its vacancy.

CONCLUSIONS/RECOMMENDATIONS

Concerning the **Senior Citizens building**, management firmly believes that a comprehensive parks, recreation & leisure services program must embrace and consider the needs of all elements of the population. Obviously, much emphasis has historically been placed and rightly so on the community's youth. That priority should not change and whenever practical should be emphasized and expanded. But, that goal does not preclude continuing focused attention on maintaining programs and even improvements to benefit other populations particularly the health and wellness of adults with special considerations for our growing senior citizen population. Consistent with this approach, the city should pursue evaluating its senior citizens facility and program offerings and nurture partnerships to effect identified improvement needs. A facility evaluation will also be undertaken by staff to identify and plan for eventual capital improvement needs.

At the other end of the age spectrum is our youngest and most vulnerable population which is served by various programs and community offerings including daycare type services. As a first step, the city needs to undertake a discussion with the current tenant of the **Sikes Park building** about long-term plans with appropriate consideration of the full range of available private sector options and the industry's ability to meet community needs now and into the foreseeable future. A key consideration is whether there is opportunity or interest in a potential sale of the Sikes Park building and property and whether this is in the community's best long term interests or alternatively what are potential future uses for the property.

Regarding the **Country Club building**, management suggests the Commission provide guidance on the next desired steps. Management believes further conversation and potential negotiation of more favorable mutually beneficial considerations in the lease arrangement should be the next step before the pursuit of soliciting proposals from tenants given some of the particulars discussed previously and additional findings noted in this report. By example, the Golf Course Advisory Board members have initiated discussions with the Country

Club to further promote course sponsored events such as fundraising tournaments by enhancing food service opportunities available to participants.

No major changes in the operations of the **CPAC building** are recommended at this time, but staff intends to keep in communication with program providers to assess possible opportunities to improve the facility and its usage going forward with a goal of trying to minimize the associated operating costs. No changes in the operations of the **old and new Cougar Youth Football buildings** are recommended at this time either. It is common in my municipal experience for the provision of municipal facilities for the use of youth sport organizations in particular football programs due to the extensive amount of equipment utilized and in support of the inherent participant safety considerations and requirements.

Likewise, no recommendations for consideration of changes to the **Seacoast Bank ATM site** lease are recommended at this time. Concerning the **Hendry County Hospital Authority building**, management is interested in acquiring additional historical insight into the lease arrangement for the foundation facility for the purpose of creating a complete city record for future reference. No changes to the current lease are recommended based upon available information, but management will report any further significant historical information that becomes available. To this end, management has made inquiries for information from representatives of a couple of the entities involved (e.g. Chamber & Hospital Foundation) for input. The obvious future consideration for this building is whether the city should retain its ownership interests. Other than any historical significance, management is not aware of any specific reasons at this time that should preclude exploration of a potential change in building ownership. Renewal of the **FORAGE MANAGEMENT, LLC**, lease is recommended at this time. Given the historically minimal interest in leasing the property for authorized agricultural farming uses, staff believes it beneficial to keep the same lessee by extending the agreement as provided. This is especially true since the city is actively pursuing major upgrades to the treatment process and capacity expansion of the WWTP and the current permit is in the process of being extended by the state which provides for the continued use of this property to meet treated effluent spray

field requirements. No changes to the **YMCA recreation facilities** use agreement are recommended at this time, but since it is annually subject to renewal, staff will evaluate operations and make appropriate recommendations based upon performance and outcomes from the upcoming summer program.

As earlier referenced regarding the vacant **205 W. Ventura Avenue building** and property, management has begun analysis of the current costs, potential revenue sources and is intent on developing a strategy for comprehensively weighing the full range of pros and cons of potential scenarios for the real estate and the existing building. At this juncture, management believes it is not in the city's best long-term interest to dispose of this real estate asset given its downtown location and proximity to adjacent city-owned properties. As a minimum, the provision of downtown area public parking options alone would likely justify retained ownership in the foreseeable future especially considering the recently announced street grant funding to comprehensively improve this section of Ventura Avenue and the approved city investment in water infrastructure servicing the same area. The impact these two enhancements will likely have on redevelopment interests and associated property values in the vicinity are believed to be quite significant.

It is evident in analysis of the varied city-owned facilities included in this report that most of the referenced city-owned facilities similar to the youth center are significantly aged and will periodically need capital maintenance. Although not a property included in this report, the near term anticipated roof replacement priority for the 14,469 sq. ft. city-owned public library building constructed in 1967 is an example of the future capital facility considerations that will face the city on a number of its building assets. To address needs, the Capital Improvements Plan (CIP) will need to be expanded. In a separate analysis for use during the upcoming budget cycle, management and staff will be evaluating operating costs specifically for the youth center facility and the auditorium and reviewing the rates charged for infrequent rental use of these facilities to ensure that rates are reasonable and reflective of current operating costs.

Clewiston was fortunate in the initial development of several of these and its other building and property assets to have received substantial support from

partners specifically including the U.S. Sugar Corporation. Although no commitments have been made, it is management's belief that this partnership will continue to be beneficial to all concerned and that support for the city in future endeavors will again be seriously considered by U.S. Sugar Corporation. Of course, the city will continue to pursue outside agency grant and foundation support from multiple sources to meet capital improvement needs to properly maintain all municipal facilities perpetually. By example, management is currently exploring opportunities and actively engaged in considering options for improvements which will hopefully allow re-opening of the historic public pool facility in the near term. This important project and others noted are necessary to ensure that Clewiston's overall quality of life considerations remain a priority and continue to be attractive to current and potential residents, organizations, commercial enterprises and others interested in the community.

In conclusion, much of this report and discussion revolve around parks, recreation and leisure facilities and considerations. To this end, management recognizes the importance of a commitment to identifying the best available options for enhancing our municipal team near term particularly to add professional leadership in the realm of parks, recreation & leisure services. This will further the relevant goals and objectives outlined in this report. The importance of the timing for this action is more readily apparent than ever when considering recent achievements such as the youth center renovation project and will be appropriately prioritized accordingly in the weeks ahead. Management appreciates the support and patience the community and Commission have shown. No one has advocated compromising on expectations and standards, but the full skill set needed is a challenge. Having been in this management position before, I am optimistic an acceptable solution will be forthcoming. Lastly, concerning this report, it is healthy and prudent to periodically review rental property arrangements, and management feels quite positive about the process and support management has received from staff and the Commission in this endeavor.

Enclosures

Information regarding building leases and/or dedicated building use**Senior Citizens Building**

Lessee: Hope Hospice and Community Services, Inc.

Term: one year, terminating 9/30/22

Lease Summary Description: The front office of 1200 S. WC Owen Ave. with the use of the kitchen facilities as needed

Fiscal Year	Rents	Utilities	Pest Control	Fire Extinguisher Maintenance	Total Expenses	Rents less expenses
2019	\$ 5,400	\$ 3,948	\$ -	\$ -	\$ 3,948	\$ 1,452
2020	5,400	4,014	-	-	4,014	1,386
2021	5,400	3,416	-	-	3,416	1,984

Sikes Building - 515 Valencia

Lessee: Little Disciples Learning Center, Inc.

Term: one year, terminating 9/30/22

Lease Summary Description: Block 209 together with all buildings and improvements, and the furniture, furnishings, fixtures and equipment herein

Fiscal Year	Rents	Utilities	Pest Control	Fire Extinguisher Maintenance	Total Expenses	Rents less expenses
2019	\$ 6,000	\$ -	\$ 132	\$ 59	\$ 191	\$ 5,809
2020	6,000	-	132	98	230	5,771
2021	6,000	-	132	103	235	5,766

Clewiston Country Club

Term: 5 Years, terminating 5/31/2026, with automatic 5 year renewal unless noticed by either party 60 days prior to termination date

Fiscal Year	Rents	Utilities	Pest Control	Fire Extinguisher Maintenance includes suppression	Total Expenses	Rents less expenses
2019	\$ 6,000	\$ -	\$ -	\$ 1,144	\$ 1,144	\$ 4,856
2020	6,000	-	-	346	346	5,654
2021	6,000	-	-	397	397	5,604

Information regarding building leases and/or dedicated building use
Clewiston Performing Arts Center

There is no agreement or lease on file, but there is an understanding the City will pay up to \$1,500 for utilities. This understanding was the result of discussion from a commission meeting where the cost of utilities furnished to certain programs was excessive (this was not CPAC). Staff was directed to have the program organizations put the utilities in their names and the City would pay up to \$1,500 on each account.

Fiscal Year	Rents	Utilities (City pays up to \$1,500 per year)	Pest Control	Fire Extinguisher Maintenance	Total Expenses	Rents less expenses
2019	\$ -	\$ 1,500	\$ 540	\$ 59	\$ 2,099	\$ (2,099)
2020	-	1,500	540	59	2,099	(2,099)
2021	-	1,492	540	-	2,032	(2,032)

Clewiston Junior Football Association (Old Cougar Building - Sugarland Park Dr)

There is no agreement or lease on file and the utilities are paid by the organization

Fiscal Year	Rents	Utilities	Pest Control	Fire Extinguisher Maintenance	Total Expenses	Rents less expenses
2019	\$ -	\$ -	\$ 192	\$ -	\$ 192	\$ (192)
2020	-	-	192	-	192	(192)
2021	-	-	192	-	192	(192)

Clewiston Junior Football Association (New Cougar Building - Sonora Ave.)

There is no agreement or lease on file and the utilities are paid by the organization

Fiscal Year	Rents	Utilities	Pest Control	Fire Extinguisher Maintenance	Total Expenses	Rents less expenses
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	-	-	-	-	-	-
2021	-	-	-	-	-	-

LEASE

HOPE HOSPICE AND COMMUNITY SERVICES, INC

THIS Lease is made and entered into to be effective the 1st day of October, 2021, by and between the **CITY OF CLEWISTON, FLORIDA**, 115 West Ventura Avenue, Clewiston, Florida, 33440, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "**LESSOR**" and **HOPE HOSPICE AND COMMUNITY SERVICES, INC.**, 9470 Health Park Circle, Fort Myers, Florida 33908, a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as "**LESSEE**", in consideration of the promises and covenants by each made and to be kept to the other, do hereby agree as follows:

1. Lease Property:
The LESSOR hereby leases to the LESSEE the following described real and personal property:
The front office of 1200 South W.C. Owen Avenue (AKA Senior Citizens Building), together with the use of the kitchen facilities as needed.
2. Term of Lease:
The Lease shall commence upon the execution hereof by both the LESSOR and the LESSEE and shall continue thereafter and terminate at the end of the one (1) year (September 30, 2022) term. The date of execution by both parties shall be the first day of the one-year term of the Lease. Disregarding any other provisions of this Lease, either party may, at its sole discretion, with or without cause, terminate this Lease at any time by giving 60 days prior written notice of that intent to the other party.
3. Rent:
The LESSEE shall pay to the LESSOR, as rent for the leased property, the sum of \$450.00 per month (this amount includes utilities). The rent for the first month shall be due on or before the execution hereof, and a like sum shall be due thereafter on the first day of each subsequent month during the term of this Agreement. All rent payable to LESSOR shall be paid at 115 W. Ventura Avenue, Clewiston, Florida 33440.
4. Use of Leased Property:
The LESSEE will make no unlawful, improper, or offensive use of the leased property. The LESSEE will use the leased property for providing a continuum of services for senior citizens.
5. License, Fees, and Compliance with Applicable Law:
The LESSEE shall be responsible for, and pay in a timely manner, all licenses and operating fees required in conjunction with the use of the leased premises by the LESSEE. The LESSEE, in the use of the leased premises, shall comply with all city and

county ordinances, and all state and federal laws, and all agency regulations.

6. Structural Changes:

The LESSEE shall not make any structural changes to any improvements leased herein, without the prior written consent of the LESSOR.

7. Access by Lessor:

The LESSOR, or its agent, may enter, inspect and make such repairs to the leased property as the LESSOR may reasonably desire, at all reasonable times, but the right to make such repairs shall impose no greater burden upon the LESSOR than is provided for in this Agreement.

8. Assignment or Sub-leasing:

The LESSEE shall not have the right to assign this Lease or to sub-lease the leased property, or any portion thereof, without the prior written consent of the LESSOR.

9. Repairs:

The LESSOR will maintain the exterior of the buildings on Leased Property, including the roof and exterior walls, in good and substantial repair. The LESSEE will maintain the interior of the Lease Property, including interior ceiling, walls, floors, fixtures, pipes, doors, windows, air conditioning, and other things except which the LESSOR has specified that it will maintain, all in good and substantial repair. The agreements to repair in this paragraph do not apply to any damage caused by fire or casualty.

10. Damage by Fire or Other Casualty:

If the Lease Property is damaged by fire or other casualty to the extent of ten percent, or more, the LESSOR shall have the option to rebuild and repair the Lease Property, or to terminate this Lease; if damaged to a lesser extent, the LESSOR will rebuild and repair. In event of damage by fire or other casualty, the rent payable under this Lease shall abate in proportion to the impairment of the use that can reasonably be made of the property for the purpose permitted by the Lease, until the property is rebuilt and repaired (or until the Lease is terminated, if terminated in accordance with this paragraph).

11. Insurance:

The LESSOR may maintain such fire and other casualty insurance on the leased premises as it may so desire. The LESSEE shall acquire and keep in effect during the entire term of this Lease a public liability insurance policy, containing limits of not less than \$500,000.00 per injury, \$500,000.00 per incident, and shall name the LESSOR as co-insured. The LESSEE shall provide the LESSOR with a Certificate of Insurance verifying such coverage, which Certificate shall provide that the insurance shall not be cancelled without 15 days written notice to the LESSOR. The Certificate of Insurance shall be provided to the LESSOR within ten (10) days after the execution of this Agreement.

Notwithstanding the foregoing insurance coverages, Lessee hereby agrees to indemnify, defend, save, and hold harmless Lessor from and against any and all claims, damages, personal injuries, and/or deaths, liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs and all trial and appellate level proceedings, whether or not a lawsuit is commenced) arising out of Lessee's use of the Premises.

The rent payment has been reduced by \$150 per month to pay for this indemnification clause.

12. Mechanic's Liens:

The LESSEE IS specifically prohibited from contracting for any services or materials, or taking any other action which would cause any Construction Lien to attach to the Lease Property. Further, the LESSOR shall not be liable for any materials or services purchased by the LESSEE.

13. Parking:

The LESSEE agrees and understands that the parking area located to the part of the building leased is a common parking area with other tenants, and each tenant has an equal right to use said parking lot in a reasonable manner.

14. Public Records:

LESSEE shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the LESSOR 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 F.S. Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the LESSEE does not transfer the records to the LESSOR.

D. Upon completion of the Lease, transfer, at no cost to LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records upon completion of the lease, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the LESSOR, upon request from the LESSOR's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE LESSEE HAS ANY QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.

15. Miscellaneous:

The Agreement contains the entire understanding of the parties and shall not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date indicated to be effective on the day and year first above written.

EXECUTED ON BEHALF OF LESSOR on Sept. 20, 2021.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass
Mary K. Combass, City Clerk

K. Petersen
Kristine Petersen, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Gary M. Brandenburg, City Attorney

EXECUTED ON BEHALF OF LESSEE ON Sept 17, 2021.

Witnesses:

HOPE HOSPICE AND COMMUNITY SERVICES, INC.

John Rivera
Print Name: John Rivera

Ann Kirby
Print Name: ANN KIRBY

By: Jill Lampley
Print Name: Jill Lampley
Title: CFO

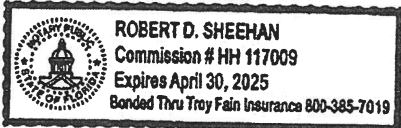
STATE OF FLORIDA
COUNTY OF Lee

The foregoing was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 17th day of Sept, 2021, by Jill Lampley as the CFO of Hope Hospice and Community Services, Inc. He/She is personally known to me; or has produced _____ as identification.

Robert D. Sheehan
Notary Public - Signature

(SEAL)

Robert D. Sheehan
Notary Public - Print Name
Commission No.: HH 117009
My Commission Expires: 4/30/2025



CLEWISTON SIKES BUILDING LEASE

THIS AGREEMENT is made and entered into to be effective the 1st day of October, 2021, by and between the CITY OF CLEWISTON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and LITTLE DISCIPLES LEARNING CENTER, INC., a Florida corporation, hereinafter referred to as "LESSEE". In consideration of the promises and covenants by each made and to be kept to the other, the LESSOR and the LESSEE do hereby agree as follows:

1. Lease Property:

The LESSOR hereby leases to the LESSEE the following described real property and improvements ("the Property"):

Block 209, General Plan of Clewiston, Florida, as revised September 7, 1937, according to the Plat thereof in Plat Book 2, pages 71-78, inclusive, Public Records of Hendry County.

Together with all buildings and improvements now or hereafter located on said lands, and the furniture, furnishings, fixtures and equipment therein.

2. Term of Lease:

The Lease shall commence upon the execution hereof by both the LESSOR and the LESSEE and shall continue thereafter for a period of one (1) year. The Lease shall end on September 30, 2022, unless terminated earlier.

3. Rent:

The LESSEE shall pay to the LESSOR, as rent for the Property, the sum of \$500.00 plus applicable sales tax per month. The rent for the first month shall be due on or before the execution hereof, and a like sum shall be due thereafter on the first day of each subsequent month during the term of this Agreement.

4. Termination of Lease:

Disregarding any other provisions of this Agreement, either party may, at its sole discretion, with or without cause, terminate this lease at any time by giving 60 days prior written notice of that intent to the other party.

5. Condition of Property:

Lessor makes no representation or warranty regarding the condition of the Property. Lessee take the Property "as is" and is responsible for meeting all city, county, state and federal rules and regulations.

6. Use of Leased Property:

The LESSEE shall use the leased premises only as a day-care facility, and for no other purpose.

7. Utilities, Licenses, Fees and Compliance with Applicable Law:

The LESSEE shall be responsible for, and shall pay in a timely manner, all utility services, licenses and operating fees required in conjunction with the use of the Property by the LESSEE.

The LESSEE shall comply with all applicable city, state and federal laws, and all applicable agency regulations.

8. Repairs and Maintenance:

The LESSEE shall be responsible for, and shall make in a timely manner, all necessary repairs to the inside of the Property, including but not limited to plumbing and electrical, and maintain the Property in the same condition that exists upon execution of this Agreement, wear and tear excluded.

The LESSOR shall maintain and repair the exterior of the Property, and maintain the air conditioning and exterior fixtures and other equipment. The LESSOR shall maintain the lawn and landscaping. The LESSOR shall provide Pest Control Services for the Property.

9. Damage by Fire or Other Casualty.

If the Property is damaged by fire or other casualty to the extent of ten percent (10%) or more of the value, the LESSOR shall have the option to rebuild and repair the Property, or to terminate this Lease; if damaged to a lesser extent, the LESSOR shall repair the Property. In the event of damage by fire or other casualty, the rent payable under this lease shall abate in proportion to the impairment of the use that can reasonably be made of the property until the property is rebuilt and repaired (or until the Lease is terminated).

10. Structural Changes:

The LESSEE shall not make any structural changes to the Property, without the prior written consent of the LESSOR.

11. Access by Lessor:

The LESSOR, or its agents, may enter, inspect and make such repairs to the Property as the LESSOR may reasonably desire, at all reasonable times, but the right to make such repairs shall impose no greater burden upon the LESSOR than is provided for in this Agreement.

12. Assignment or Sub-leasing:

The LESSEE shall not assign or sub-lease the Property, or any portion thereof.

13. Insurance & Indemnification:

The LESSOR may maintain such fire and other casualty insurance on the Property as it may so desire. LESSEE shall pay for and maintain throughout this Lease, liability insurance to protect LESSOR and LESSEE against all claims, judgments, expenses or otherwise, including attorney's fees which may arise as a result of LESSEE'S use, occupancy, and maintenance of the Property. Said liability insurance shall have limits of not less than \$1,000,000 each Occurrence/\$2,000,000 General Aggregate, and \$100,000 damage to rented premises coverage. The insurance shall name the LESSOR as an additional insured party and contain a provision that in the event it is cancelled, notice will be delivered to LESSOR. LESSEE shall provide LESSOR with a certificate showing said insurance to be in full force and effect at the commencement of this Lease.

14. Construction:

Pursuant to Section 713.10 Florida Statutes, the LESSEE is specifically prohibited from contracting for any services or materials, or taking any other action which would cause any Construction Lien to attach to the leased property. The LESSOR shall not be liable for any materials or services purchased by the LESSEE.

15. Addresses.

All rent payable and notice given under this Lease to the LESSOR shall be paid and given at 115 West Ventura Avenue, Clewiston, Florida 33440, or at such other place as the LESSOR shall specify in writing. All notices given to LESSEE shall be delivered by hand to the leased premises.

16. Remedies for Breach of Agreement.

If either the LESSOR or the LESSEE shall fail to perform, or shall breach any provision of this Lease and the breach continues for ten (10) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may terminate this lease upon giving seven (7) days written notice.

17. Ad Valorem Taxes.

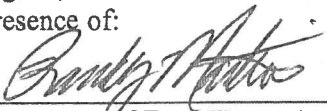

Should the leased premises become subject to ad valorem property taxation, LESSEE agrees to pay their prorated share.

18. Miscellaneous:

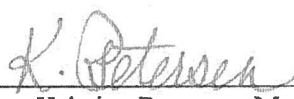
This Agreement contains the entire understanding of the parties. Any prior understanding or agreements are not binding. This lease shall only be modified in writing signed by both parties.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

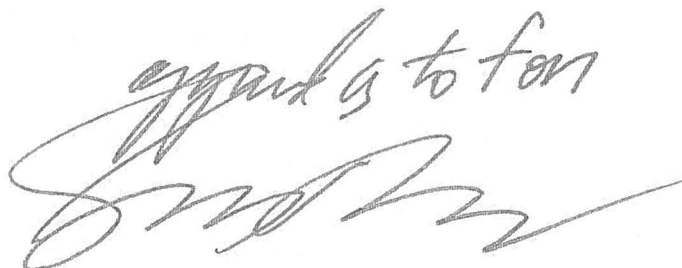
Signed, sealed and delivered in the presence of:


(Signature of First Witness)
Randy Martin
(Typed or Printed Name of First Witness)

(Signature of Second Witness)
Shari Howell
(Typed or Printed Name of Second Witness)

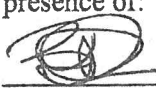
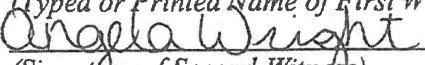
CITY OF CLEWISTON

By: 
Kristine Petersen, Mayor

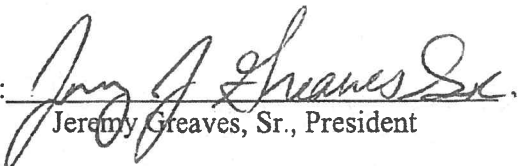
Attest: 
Mary K. Combass, City Clerk



Signed, sealed and delivered in the presence of:


(Signature of First Witness)
Blanca Roca Velleges
(Typed or Printed Name of First Witness)

(Signature of Second Witness)
Angela Wright
(Typed or Printed Name of Second Witness)

LITTLE DISCIPLES LEARNING CENTER, INC.

By: 
Jeremy Greaves, Sr., President

APPROVED**CLEWISTON COUNTRY CLUB LEASE**

THIS AGREEMENT is made and entered into this 1st day of June, 2011, by and between the CITY OF CLEWISTON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and CLEWISTON COUNTRY CLUB, INC., a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSEE", in consideration of the promises and covenants by each made and to be kept to the other, do hereby agree as follows:

1. Lease Property:

The LESSOR hereby leases to the LESSEE the following described real and personal property:

A parcel of land located in Sections 16 and 17, Township 43 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

For the purpose of this description, the west line of Section 16 is assumed to run due North and South.

From the Northwest corner of Section 16, run South along the West line of said Section 16 a distance of 3692.13 feet to the Point of Beginning of the parcel. Thence run N. 89°55'30" E. into said Section 16 a distance of 65.0 feet to a point; thence run South parallel to the West line of Section 16 a distance of 120.0 feet to a point; thence run S. 89°55'30" W. a distance of 65.0 feet to a point on the West line of said Section 16; thence continue on the same bearing a distance of 50.0 feet into Section 17 to a point; thence run North parallel to the West line of Section 16 a distance of 120.0 feet to a point; thence run N. 89°55'30" E. a distance of 50.0 feet to the West line of Section 16 and the Point of Beginning. Parcel hereinabove described contains 0.32 acres.

Together with all buildings and improvements now or hereafter located on said lands, and the furniture, furnishings, fixtures and equipment therein.

2. Term of Lease, Renewal:

The Lease shall commence upon the execution hereof by both the LESSOR and the LESSEE and shall continue thereafter for a period of five (5) years. This Lease shall be extended automatically for additional five (5) year terms, unless either party gives the other party

notice in writing at least 60 days prior to the expiration of the then current term of their intention to not renew. The date of execution by both parties shall be the first day of the first five-year term of this Agreement. Disregarding any other provisions of this Agreement, either party may, at its sole discretion, with or without cause, terminate this lease at any time by giving 180 days prior written notice of that intent to the other party.

3. Rent:

The LESSEE shall pay to the LESSOR, as rent for the leased property, the sum of \$500.00 per month. The rent for the first month shall be due on or before the execution hereof, and a like sum shall be due thereafter on the same day of each subsequent month during the term of this Agreement.

4. Use of Leased Property:

The LESSEE shall use the leased premises only as a private country club facility, and shall make no unlawful, improper or offensive use of the leased premises, and shall not use the leased property for any commercial business.

5. Utilities, Licenses, Fees and Compliance with Applicable Law:

The LESSEE shall be responsible for, and shall pay in a timely manner, all utility services used on the leased premises. In addition, the LESSEE shall be responsible for, and shall pay for in a timely manner, all licenses and operating fees required in conjunction with the use of the leased premises by the LESSEE.

The LESSEE, in the use of the leased premises, shall comply with all applicable city and county ordinances, and all state and federal laws, and all agency regulations, including but not limited to health department regulations.

6. Repairs and Maintenance:

The LESSEE shall be responsible for, and shall make in a timely manner, all necessary repairs to the inside of the permanent improvements being leased herein, including but not limited to plumbing, electrical, refrigeration and air conditioning fixtures and equipment, to maintain the facilities in the same condition that they are upon the date of execution of this Agreement, fair wear and tear excluded. In addition, the LESSEE shall be responsible for the maintenance of the lawn and landscaping of the leased premises and the LESSEE shall be responsible for and maintain Pest Control Services for the leased premises.

The LESSOR shall be responsible for, and shall maintain and repair the exterior of the permanent improvements being leased herein, including the roof, exterior walls, and exterior glass. Any painting to be done to the exterior of the building shall be at the discretion of the LESSOR, as to need and color of any such painting.

7. Structural Changes:

The LESSEE shall not make any structural changes to any improvements leased herein, without the prior written consent of the LESSOR.

8. Access by Lessor:

The LESSOR, or its agents, may enter, inspect and make such repairs to the leased property as the LESSOR may reasonably desire, at all reasonable times, but the right to make such repairs shall impose no greater burden upon the LESSOR than is provided for in this Agreement.

9. Assignment or Sub-leasing:

The LESSEE shall not have the right to assign this Lease or to sub-lease the leased property, or any portion thereof, without the prior written consent of the LESSOR.

10. Insurance:

The LESSOR may maintain such fire and other casualty insurance on the leased premises as it may so desire. The LESSEE shall acquire and keep in effect during the entire term of this Lease, a public liability insurance policy, containing limits of not less than \$500,000.00 per injury, \$500,000.00 per incident, and shall name the LESSOR as co-insured. The LESSEE shall provide the LESSOR with a Certificate of Insurance verifying such coverage, which Certificate shall provide that the insurance shall not be cancelled without 15 days written notice to the LESSOR. The Certificate of Insurance shall be provided to the Lessor within 10 days after the execution of this Agreement.

11. Construction:

Pursuant to Section 713.10 Florida Statutes, the LESSEE is specifically prohibited from contracting for any services or materials, or taking any other action which would cause any Construction Lien to attach to the leased property. Further, the LESSOR shall not be liable for any materials or services purchased by the LESSEE.

12. Unique Consideration:

The subject property was initially donated to the LESSOR by the LESSEE to compliment the Municipal Golf Course, the LESSEE has contributed approximately \$200,000.00 of leasehold improvements, and LESSEE's operations provide added value to the LESSOR's simultaneous operation of the Golf Course.

13. Miscellaneous:

This Agreement contains the entire understanding of the parties and shall not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Ted Byrd
(Signature of First Witness)
Ted Byrd
(Typed or Printed Name of First Witness)
Laurie Hindsey
(Signature of Second Witness)
Laurie Hindsey
(Typed or Printed Name of Second Witness)

CITY OF CLEWISTON

By: [Signature]
Richard Miller, Mayor

Attest: [Signature]
Marilyn McCorvey, City Clerk

Signed, sealed and delivered in the presence of:

[Signature]
(Signature of First Witness)
Dana Reese
(Typed or Printed Name of First Witness)
[Signature]
(Signature of Second Witness)
Dana Reese
(Typed or Printed Name of Second Witness)

CLEWISTON COUNTRY CLUB, INC.

By: [Signature]
D.H. BASS . President

Attest: [Signature]
Rebbie Castellanos . Secretary

LEASE AND SIGNAGE AGREEMENT FOR ATM LOCATION

THIS LEASE AGREEMENT (the "Lease") is made as of the 17th day of May, 2018, by and between The City of Clewiston, (the Lessor) and SEACOAST NATIONAL BANK, a national banking association (the Lessee). The "Effective Date" of this Lease shall be the date upon which this Lease has been fully executed by both parties,

WITNESSETH:

WHEREAS, Lessor is the owner of the property located at 300 South Berner Rd., Clewiston, Florida (the "Property"); and

WHEREAS, Lessee shall construct a drive-through location, with canopy, for an automated teller machine on the Property and to that end and purpose, the parties are entering into this Lease.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

1. Lessor hereby grants to Lessee a lease to maintain and operate one (1) automated teller machine, the signage, and related equipment (the "ATM") within the newly constructed drive-thru as shown on Exhibit "A". The "Leased Premises" is defined as that particular area taken up by the actual ATM machine and drive-thru. The Leased Premises shall be used for Lessee's equipment and shall be for the exclusive use and under the exclusive control of Lessee.

2. "ATM", as used herein shall be broadly defined to include such technological advances as may be made in the future, including video banking systems, personal teller machines, remote tellers, and such other advances as may be made from time to time and utilized in the financial services industry. The ATM will provide transactions on accounts linked to an ATM card, debit card, credit card, mobile device or other means, issued by Lessee or participating in a network with which Lessee is affiliated or licensed, including but not limited to:

- Cash withdrawal
- Cash and/or check deposits
- Credit card or Debit card cash advance
- Transfer between eligible accounts
- Balance inquiries
- Such additional banking or financial services as may now or in the future customarily be provided by Lessee's automated teller machines or other devices.
- And for no other use without the express written consent of the Lessor.

3. The Term of this Lease shall be for five (5) years commencing on the Closing Date (the "Commencement Date") and ending on the date preceding the fifth anniversary of such Commencement Date.

4. Beginning on the Commencement Date, rent shall be payable in the amount of \$250.00 per month, including electricity. Sales tax shall be payable by Lessee at the applicable rate. Every two (2) years, on the anniversary of the Commencement Date, the monthly rent shall be adjusted according to the Consumer Price Index for all Urban Consumers (CPI-U) for Southeast Florida, relating to the prior two years.

5. Lessee shall have the option to renew the term of this Agreement for four additional periods of five (5) years each, which option shall be deemed automatically exercised unless notice of intention not to exercise the option is delivered by Lessee to Lessor not later than ninety (90) days prior to the end of the term, as applicable. In the event Lessee does not exercise its right granted hereunder to utilize the property for an ATM, or fails to keep the ATM operating for a continuous period of one year, then this lease and all extensions hereunder shall automatically terminate.

6. Lessee shall have the option, commencing no sooner than twenty-four (24) months after the Commencement Date and extending through the end of the term, to terminate this Lease Agreement upon written notice to Lessor, delivered not less than six months (6) months prior to the date of termination. Lessor, after the fifth anniversary of the Lease, and extending through the end of the Term, shall have the option to terminate this Lease upon written notice to Lessee delivered no less than six (6) months prior to the date of termination.

7. The ATM shall include traffic directional signs identifying the ATM and displaying Lessee's name, Lessee's ATM trademark name, logo, and the names and logos of the ATM networks in which Lessee may maintain membership from time to time in accordance with such network's and Lessee's graphic standards, but all at Lessee's sole cost and expense.

8. Beginning on the Commencement Date and throughout the term of this Lease (including both the Initial Term and the Renewal Term(s), if exercised), Lessor shall pay all charges for electricity supplied to the ATM. Lessee shall pay for all repairs, maintenance and replacement to Lessee's equipment and Lessor shall have no liability to Lessee with respect to damage, theft, vandalism or any other losses or damages related in any way to the Lessee's equipment, the flow, or interruption thereof, of utilities and services to the Leased Premises, or any damages due to rain, flood, customers, Lessees or others. Further, Lessee agrees to and shall hold harmless and indemnify Lessor from and against all claims, demands, losses, damages, liabilities (including without limitation, personal injuries, bodily injuries, death, property damages, etc.) incurred or threatened against Lessor in any way arising out of or relating to this Lease or Lessee's use and occupancy of the Leased Premises.

9. Lessee shall, at all times on a 24 hour basis, maintain the ATM in good and proper working order and repair and in operation to the public, subject to reasonable periods of service, maintenance, upgrades, and repair due to casualty. Lessor will not use or permit to be used any areas adjacent to the Leased Premises in any way that would materially and unreasonably block, impede or restrict reasonable customer access to the Leased Premises; provided however that Lessor shall have no affirmative duty to prevent or restrict others from

doing so. The ATM, signage, and related equipment and surrounding area must be kept clean and attractive in accordance with industry standards; otherwise Lessor may give the Lessee thirty (30) days' notice to clean and maintain the equipment and surrounding area. In the event Lessee does not do so, Lessor may clean, repair, and maintain the ATM and related equipment and area and charge Lessee the full cost, plus fifteen (15%) percent, administrative fee, as Additional Rent.

10. The ATM will remain the property of Lessee. Lessee may replace the ATM at any time at its sole cost and expense, with new or alternative models and technological advances, and any closing to effect such replacement shall not be considered a breach under this Lease so long as Lessee acts with reasonable diligence and promptness with respect thereto. Lessee will bear the entire risk of loss of the ATM or of damage done to it and will pay all personal property taxes or similar assessments directly relating thereto. Lessor will pay any real estate taxes or similar assessments attributable thereto.

11. Lessee shall remove the ATM, canopy, signage, and all other structures or improvements except asphalt paving and curb cuts, as set forth in paragraph 2, hereof, at the end of the Term of this Lease. In the event Lessor terminates this Lease pursuant to paragraph 6, Lessee shall have the right, but not the obligation, to remove all structures or improvements within ninety (90) days of the date of Termination.

12. Except for any occurrence that is attributable to the Gross negligent or wrongful willful acts of Lessor, and its agents, employees, or contractors, and then only to the extent and proportion thereof, Lessee shall be solely responsible for all loss, liability, maintenance, repair, and security of or to the ATM or Leased Premises. Unless such liability is caused by the grossly negligent or wrongful willful acts of Lessor, its agents, or its employees, Lessee hereby waives and releases Lessor from any liability whatsoever with respect to the ATM or Leased Premises or the use and operation thereof. Lessee acknowledges and agrees that Lessor has no obligation to monitor or provide security or additional lighting to the Leased Premises, and shall be solely responsible for all actual and direct claims, liabilities, losses, damages, and expenses for bodily injury or death of any person or loss of or damage to property occurring from crimes committed while Lessee's customers are utilizing the ATM.

13. Lessee shall maintain at all times throughout the term of this Lease commercial general liability insurance written on an occurrence basis in the amount of at least \$1,000,000 per occurrence on account of bodily injury, death, or property damage arising from the operation of Lessee's ATM with an aggregate coverage of \$3,000,000. Lessee shall cause its certificate of insurance to be delivered to Lessor naming Lessor as Additional Insured. The policy shall be primary and noncontributing.

14. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, Section 713.10, no interest of Lessor whether personally or in the Leased Premises, or in the underlying land or Building of which the Leased Premises are a part or the leasehold interest aforesaid shall be subject to liens for improvements made by Lessee or caused to be made by Lessee hereunder. Notwithstanding the foregoing, if any mechanic's lien or other lien is filed against the Building or the Leased Premises as a result of any work, action or inaction done by or at the direction of Lessee, Lessee will discharge same of record (by bonding or otherwise) within forty-five (45) days after notice of the filing thereof (unless the lien is preventing a disposition of the Leased Premises by Lessor in which case Lessee will cause the lien to be discharged within ten (10) days). In such event if Lessee fails to do so, Lessor, in addition to all other available rights and remedies, without further notice, may

discharge the same of record by payment, bonding or otherwise, as Lessor may elect, and Lessee will reimburse Lessor for all costs and expenses so incurred by Lessor upon demand.

15. Lessee shall faithfully observe in the use of the Leased Premises all federal, state, county and municipal laws, ordinances and codes now in force or which may hereafter be in force, affecting the Leased Premises or any part thereof, or the use thereof, including, without limitation, any ADA laws (at Lessee's sole cost and expense), those for the correction, prevention and abatement of nuisances and unsafe conditions, those relating to providing adequate public safety to ATM locations and those relating to the handling, and disposal of hazardous substances and any other environmental concerns (except that Lessee shall not be obligated to clean up or remedy any environmental contamination not caused by Lessee, its agents, contractors, representatives, officers, employees or invitees).

16. If either party shall default under this Lease and such default shall continue beyond ten (10) days after written notice thereof from the nondefaulting party without the defaulting party commencing reasonable efforts to cure the same, the nondefaulting party shall have the right to terminate this Lease. Lessor shall never have any rights or property interest in or against any cash, records, or other property held by Lessee in its ATM at the Leased Premises, and Lessor expressly waives all rights, property interest, or remedies with respect thereto. If Lessee fails to comply with any of its obligations under the Lease, Lessee shall be in default. If Lessee is in default, Lessor shall have, subject to the cure period above, all rights and remedies in this Lease and as provided at law or in equity, including without limitation, the right to accelerate the rent and evict/eject the Lessee from the Leased Premises.

17. Any notices or other communication to be given under this Lease shall be sent via certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight courier to the parties at the following addresses:

Lessor: CITY OF CLEWISTON
Attn: City Manager – Al Perry
115 W. Ventura Avenue
Clewiston, FL 33440

Lessee: SEACOAST NATIONAL BANK
Attn: Alex Garcia, Sr. Vice President
PO Box 9012
Stuart, Florida 34995

18. Neither Lessor nor Lessee shall be required to carry out any nonmonetary obligations hereunder, nor be liable for loss or damage for failure so to do, where such failure arises from force majeure. If either party is so delayed or prevented from performing any of its nonmonetary obligations during the term of this Lease, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation.

19. If the Leased Premises or access thereto shall be damaged by fire, the elements, unavoidable accident, or other insurable casualty to such an extent that the cost of restoration is impractical, either party may elect to give the other party written notice that it intends to terminate this Lease, in which event this Lease shall cease as of the date of said occurrence, the obligations of the parties to be adjusted as of such date.

20. This Lease shall be construed under the laws of the State of Florida and venue for any disputes shall be exclusively in the Circuit Courts of the County where the Leased Premises are located.

21. Lessor and Lessee hereby mutually waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other with respect to any matter arising out of or in connection with this Lease and agree to any such action being heard at bench trial.

22. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs a reasonable attorneys' fee (at both the trial and appellate levels), the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

23. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties.

24. This Lease supersedes any prior written or oral negotiations or understandings, and any such negotiations or understandings are merged herein.

25. Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver by Lessor shall affect any default other than the default specified in such waiver and then only for the time and extension therein stated. No waiver of any term, provision, condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other term, provision, condition or covenant of this Lease.

26. Lessee represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease. Lessee agrees to indemnify Lessor against and hold it harmless from all liabilities arising from any such claim by any broker or finder, including, without limitation, the cost of counsel fees.

27. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. The undersigned Lessee acknowledges having read the foregoing notification and that the undersigned has executed this Lease fully aware of the aforementioned conditions.

28. Neither this Lease, any short form of this Lease nor any instrument which makes any reference to this Lease may be recorded by Lessee in the Public Records of Hendry County, Florida. Any such recording shall constitute an automatic default hereunder.

29. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument. Signatures may be transmitted by fax or email and original signatures shall not be required.

30. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

31. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

32. Lessee agrees that from time to time, upon not less than ten (10) days prior request by Lessor, Lessee will deliver to Lessor a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Lessor is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; (d) whether or not Lessee is in occupancy of the Leased Premises; (e) the amount held by Lessor as a security deposit; (f) that no Rent has been prepaid, and (g) such other information pertaining to this Lease and Lessee as Lessor may reasonably request.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Shari Howell
Shari Howell

Mary K. Combass
Mary K. Combass

*Approved by legal
Counsel from Bank*

John Crowley

Colleen Hennings

Lessor:

CITY OF CLEWISTON

By: Mali Gardner

Print Name: MALI GARDNER

Title: Mayor

Lessee:

SEACOAST NATIONAL BANK
a National banking association

By: Alex Garcia

Alex M. Garcia, Vice President and
Director of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF HENDRY

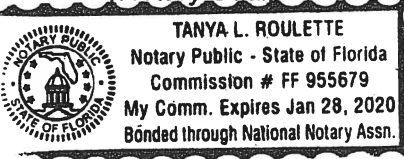
THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of August, 2018, by Mali Gardner, as the Mayor of the CITY OF CLEWISTON, who { } is personally known to me; or { } has produced _____ as identification.

My Commission Expires {Notary Seal}  MARY K. COMBASS
Commission # FF 156567
Expires October 19, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Mary K. Combass
Notary Public

STATE OF FLORIDA
COUNTY OF Martin

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of July, 2018, by, by Alex Garcia, as Vice President and Director of Corporate Real Estate and on behalf of SEACOAST NATIONAL BANK, a National banking association, who { } is personally known to me; or { } has produced _____ as identification.

My Commission Expires: {Notary Seal}  TANYA L. ROULETTE
Notary Public - State of Florida
Commission # FF 955679
My Comm. Expires Jan 28, 2020
Bonded through National Notary Assn.

Alex Garcia
Notary Public

BUILDING LEASE

This Lease is made and entered into this 21st day of August 2006, by and between **HENDRY COUNTY HOSPITAL AUTHORITY, d/b/a HENDRY REGIONAL MEDICAL CENTER** (Lessee), and the **CITY OF CLEWISTON** (Lessor).

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the house located at 544 W. Sugarland Highway, Clewiston, Florida 33440 (Building) for the term and upon the conditions and agreement hereinafter set forth (Lease). This Lease shall constitute a binding agreement between the parties effective as of the date set forth above (Effective Date).

ARTICLE I. TERM

The term of this Lease shall begin on the date set forth above and shall continue for a period of five (5) years. This agreement shall automatically renew for an additional period of five (5) years at any time after the initial term of five (5) years, unless terminated by either party by providing no less than thirty (30) days written notice of their intent to terminate. Disregarding any other provisions of this Agreement, either party may, at its sole discretion, with or without cause, terminate this lease at any time by giving 60 days prior written notice of that intent to the other party.

ARTICLE II. RENT

During the Term of this lease, Lessee shall pay to Lessor, base rent in the amount of \$1.00 per year. Said rent is payable in advance on the first day of each year during the term of this agreement and for each renewal period thereafter. Such installments shall be paid without demand or deduction at Lessor's office 115 W. Ventura Avenue, Clewiston, Florida 33440 Attention: Finance Director, or at such other address as Lessor may designate.

ARTICLE III. USE OF PREMISES

Lessee shall use and occupy the Premises as Lessee determines is lawfully permitted and appropriate. Lessee shall not use or occupy the Premises in violation of law and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction to be a violation of any law, code, regulation or a violation of the building's Certificate of Use or Occupancy. Lessee shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Lessee's use or occupancy of the Premises, impose any duty upon Lessee or Lessor with respect to the Premises or with respect to the use or occupation thereof.

Lessee shall not cause or permit the release or disposal of any hazardous substances, wastes or material, or any medical, special or infectious wastes, on or about the Premises or the Building of which they are a part.

ARTICLE IV. ALTERATIONS

Lessee may not make any changes, additions, alterations or improvements to the Premises or attach or affix any articles thereto without Lessor's prior written consent. All such alterations and improvements shall be and remain the property of Lessor.

ARTICLE V. DAMAGE TO PROPERTY; INJURY TO PERSONS

Lessee shall and hereby does indemnify and hold Lessor harmless from and against any and all claims arising from: 1.) Lessee's use of the Premises or the conduct of Lessee's business or profession; 2.) Any activity, work, or thing done, permitted or suffered by the Lessee in or about the Premises; 3.) Any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; or 4.) Any negligent acts or omissions of Lessee, or of Lessee's agents, guests or employees.

ARTICLE VI. ASSIGNMENT AND SUBLETTING

This Lease shall not be assigned by either Lessee or Lessor, without the prior written consent of either party. However, Lessee may sublet the premises to the extent sub lessee occupies and or uses premises for purposes consistent with Lessee's business.

In the event of any assignment or subletting, the assignee or sublessee shall assume all of Lessee's obligations under this lease and shall be bound to comply with all the terms and provisions of this Lease and Lessee and such assignee or sublessee shall be jointly and severally liable for the performance of Lessee's covenants under this lease.

ARTICLE VII. DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of the Lease:

1. The vacating or abandonment of the Premises by Lessee.
2. Lessee engages in a prohibited use of space and fails to cure such violation within thirty (30) days of the date of Lessor's written notice of such violation.
3. Unauthorized assignment or subletting of space occupied by Lessee herein.

ARTICLE VIII. REMEDIES

In the event Lessee commits an act of default and fails to cure same where such cure period is provided as set forth elsewhere in this Lease, Lessor may give Lessee written notice of its intention to enter and repossess the Premises.

ARTICLE IX. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery and shall be deemed given the following day.

All notices to Lessee shall be addressed to:

Hendry Regional Medical Center
Attention: Chief Executive Officer
500 West Sugarland Highway
Clewiston, Florida 33440

All notices to Lessor shall be addressed to:

City of Clewiston
Attention: City Manager
115 W. Ventura Avenue
Clewiston, Florida 33440

ARTICLE X. FORCE MAJEURE

In the event Lessor or Lessee shall be delayed or hindered in or prevented from doing or performing any non-monetary act or thing required hereunder by reason of any matters beyond their reasonable control, then Lessor or Lessee, as the case may be, shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period hereunder and of either party to perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- (1) **ATTORNEY - ATTORNEYS' FEES.** In the event suit is brought by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court.
- (2) **TIME OF ESSENCE.** Time is of essence with respect to the performance of every provision of this Lease.
- (3) **HEADINGS.** The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (4) **INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(5) **WAIVER OF SUBROGATION.** Lessor and Lessee hereby mutually waive any and all rights of recovery against one another based upon the negligence of either Lessor or Lessee or their agents or employees for real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "All Risk"), whether or not such insurance is actually carried.

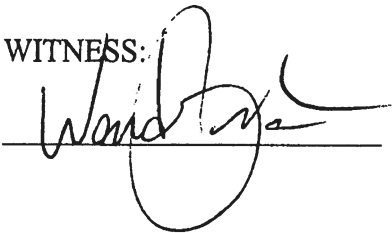
(6) **QUIET ENJOYMENT.** Lessor shall warrant and defend Lessee in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms and conditions of the Lease.

(7) **BINDING EFFECT.** This Lease shall be binding upon, and inure to the benefit of the parties thereto, their heirs, successors, assigns, executors and administrators. However, nothing in this article shall be deemed to amend the provisions of Article VI on Assignment and Subletting.

(8) **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Florida, and venue shall be the County of Hendry.

IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

WITNESS:



A handwritten signature in black ink, appearing to be 'Wanda', written over a horizontal line.

LESSEE

Hendry County Hospital Authority d/b/a
Hendry Regional Medical Center

By:



A handwritten signature in black ink, written over a horizontal line.

LESSOR

WITNESS:



A handwritten signature in black ink, appearing to be 'Richard Miller', written over a horizontal line.

Richard Miller, City Clerk

City of Clewiston

By:



A handwritten signature in black ink, appearing to be 'Mali Chambers', written over a horizontal line.

Mayor

“SEAL”

LEASE

The CITY OF CLEWISTON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Lessor", and FORAGE MANAGEMENT, LLC, a Florida corporation, hereinafter referred to as "Lessee", each in consideration of the agreements to be performed by the other, hereby, as of February 1, 2017, agree as follows:

1. Property and Term:

The Lessor hereby leases to the Lessee the following described real property located in Hendry County, Florida, which property together is agreed to be comprised of 220.5 acres:

A. The Southeast quarter of the Northwest quarter and the East half of the Southwest quarter of Section 28, Township 43 South, Range 43 East, Hendry County, Florida, less the East 100.00 feet thereof and less the right-of-way for Lateral No. 10 of the Sugarland Drainage District;

B. The East 1125.00 feet of the Northwest quarter of Section 33, Township 43 South, Range 34 East, Hendry County, Florida, less the East 75.00 feet, the South 25.00 feet and the North 190.00 feet thereof;

C. The West 1050.00 feet of the East 1125.00 feet of the Southwest quarter of Section 33, Township 43 South, Range 34 East, Hendry County, Florida, less and except (1) the North 100.00 feet thereof and (2) the South 50.00 feet thereof;

for a five (5) year term beginning at the beginning of the day of February 1, 2017 and ending at the end of the day of January 31, 2022 and may be extended for an additional five (5) year term at the discretion of the City. This lease may be cancelled at any time, without cause, upon the giving by either party to the other of sixty (60) days prior written notice of that intent.

This lease shall be terminated immediately if the Lessee shall become insolvent or bankrupt, or make an assignment for the benefit of creditors.

2. Rent:

The Lessee will pay to the Lessor as rent for Leased Property the sum of \$16,900.00 per year (220 acres x \$76.8182/acre), plus

applicable Florida state sales tax. The rent shall be paid in two semi-annual payments of \$8,450.00 each, due on February 1 and August 1 of each rental year, with the last such rental payment to be due on August 1, 2021.

3. Use:

The Lessees will make no unlawful, improper or offensive use of the Leased Property. The Lessee will use the Leased Property only for those uses provided for in the Bid Specifications, a copy of which is attached hereto and by referenced made part hereof. No use of the Leased Property, other than those uses specifically provided for in the Bid Specifications shall be made without the prior written consent of the Lessor. The Lessee specifically agrees to abide by all of the terms and conditions of the Bid Specifications.

4. Assignment or Subleasing:

No assignment of this Lease or sub-leasing of any part of the Leased Property, by the Lessee, or any assignee or sub-lessee, shall be made without the prior written consent of the Lessor.

5. Access by Lessor:

The Lessor or its agents may enter, inspect, and make such repairs to the Leased Property as the Lessor may reasonably desire, at all reasonable times, but the right to make such repairs shall not be construed to require the Lessor to make any repairs for the benefit of the Lessee.

6. Insurance and Indemnity:

The Lessee shall purchase and maintain throughout this Lease, insurance of the type and in the amount specified in the attached Bid Specifications. Lessee, within fifteen (15) days from the execution of this Agreement, shall provide the Lessor with a certificate or certificates of insurance verifying those policies to be in full force and effect, which certificate(s) shall contain a provision that the insurance may not be cancelled without at least 30 days prior written notice to the Lessor.

In addition, the Lessee agrees to indemnify and hold the Lessor harmless from any and all losses incurred by the Lessor or its agents, any third parties, or by the Lessee, as a result of the Lessee's activities on the Leased Property.

7. Addresses:

All rent payable and notice given under this Lease to the Lessor shall be paid and given at 141 Central Avenue, Clewiston, Florida 33440, or at such other place as the Lessor shall specify in writing. All notices given under this Lease to the Lessee shall be made at 417 West Sugarland Highway, Clewiston, FL 33440. Any notice properly mailed by certified mail, postage and fee prepaid, return receipt requested, shall be deemed delivered when mailed, whether accepted or not.

8. Construction Liens:

Pursuant to Sections 713.10 Florida Statutes, the Lessee is specifically prohibited from contracting for any services or materials, or taking any other action which would cause any construction lien to attach to the Leased Property. Further, the Lessor shall not be liable for any materials or services purchased by the Lessee.

A Memorandum to this Lease may be, at the Lessor's discretion, recorded in the Public Records giving notice that the Lessee is prohibited from taking any action to subject the Leased Property to any construction liens.

9. Ad Valorem Taxes:

If the Leased Premises, or the Lessee's leasehold interest, should become subject to ad valorem real property taxation, the Lessee agrees to pay any such taxes so assessed, in a timely manner.

10. Public Records:

Contractor shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

A. Keep and maintain public records required by the City to perform the service.

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records 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, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.

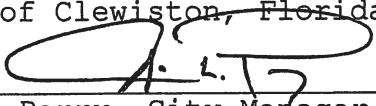
11. Miscellaneous:

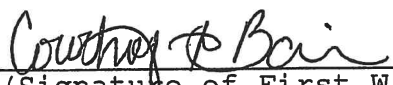
This agreement contains the entire agreement of the parties. There shall be no canon of interpretation against the Lessor for its drafting this Lease.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date indicated to be effective on the day and year above first written.

EXECUTED ON BEHALF OF LESSOR on December 27, 2016.

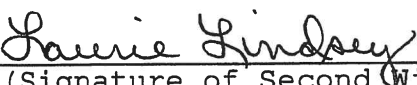
City of Clewiston, Florida

By: 
Al Perry, City Manager


(Signature of First Witness)
Courtney A. Bain
(Printed name of First Witness)

Attest:

By: 
Mary K. Combass, City Clerk


(Signature of Second Witness)
Laurie Lindsey
(Printed name of Second Witness)

(Seal)

EXECUTED BY LESSEE ON _____.

Forage Management, LLC

By: *Pedro Garcia*
Pedro B. Garcia, Manager

~~_____
(Signature of First Witness)

(Printed name of First Witness)

(Signature of Second Witness)

(Printed name of Second Witness)~~

By: *[Signature]*
Antonio R. Perez, Manager

[Signature]
(Signature of First Witness)
Thaila Valdes
(Printed name of First Witness)

[Signature]
(Signature of Second Witness)
Yizela Rego
(Printed name of Second Witness)

**AGREEMENT BETWEEN THE CITY OF CLEWISTON, FLORIDA, AND YMCA OF
SOUTHWEST FLORIDA, INC. TO OPERATE SUMMER CAMP**

This agreement is made and entered in this 15th day of Feb., 2022, between the City of Clewiston, Florida and YMCA of Southwest Florida, Inc. (the "Provider" or "YMCA"), a Florida non-profit corporation.

WHEREAS, the City of Clewiston and the YMCA recognize that quality summer programs are a critical need; and

WHEREAS, the City of Clewiston is willing to provide facilities to house such programs subject to terms and conditions of the Agreement; and

WHEREAS, the parties desire a maximum degree of cooperation in order to provide effective summer camp programs consisting of quality educational, nutritional, and recreational options; and

WHEREAS, the City of Clewiston has determined that the YMCA is a suitable and appropriate agency to provide such service in city facilities

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. TERM

This agreement shall commence on the 31st day of May 2022 through the 5th day of August 2022; for a total of 10 weeks.

II. TERMINATION

The City of Clewiston may terminate this agreement with the YMCA if the YMCA violates any terms in this agreement. The City of Clewiston must notify the YMCA staff if there are any violations and the YMCA has 30 days to correct the noted areas. If corrections are not made during this period the City of Clewiston has the right to terminate the agreement by providing written notice to YMCA staff. The YMCA may terminate this agreement by providing written notice no less than 30 days prior to the end of the agreement.

III. LOCATION, DAYS AND TIME OF OPERATION

- a. The YMCA shall operate to summer camp programs at the Clewiston Youth Center, 110 W Osceola Ave, Clewiston, FL 33440

- b. The YMCA shall operate the program Monday through Friday.
- c. Hours of operation will be 6:30am to 6:00pm.

IV. ELIGIBLE STUDENTS

The YMCA shall provide the program to children ages 5 to 12 years old. Financial assistance shall be available for students and families who are unable to pay based on total household earnings or extenuating circumstances.

V. CURRICULUM

The YMCA shall provide curriculum through a well-planned schedule including:

- A lunch and afternoon snack will be provided each day through the summer food program.
- Recreational activities designed to improve children's physical fitness
- Character development activities incorporating the YMCA's four (4) core values of caring, respect, honesty, and responsibility
- Structured leisure time including socializing, reading, and playing board and card games
- Field trips
- Coordinated programs with local library
- Designated swimming times

VI. SUPERVISION, RATIO, AND TRAINING

The YMCA shall provide a site coordinator who will be responsible for the overall supervision and management of the operation of the program at each site. The site director shall serve as the liaison between YMCA administrative staff and program staff. The City of Clewiston shall provide office space for the site coordinator to handle administrative duties.

The YMCA shall provide a staff ratio of one (1) adult for every eighteen (18) students enrolled. At least one (1) supervisory person (21 years of age or older) must remain on the school campus as long as any child participating in the program is on school campus.

The YMCA, in cooperation with the City of Clewiston shall provide appropriate training for their staff as determined by the City of Clewiston, YMCA of the USA, and YMCA staff as a result of site visitations and program evaluations.

VII. CHILDREN'S SAFETY

The YMCA shall deliver summer camp programs in a caring, nurturing, safe, supervised, and positive environment that is respectful of the needs of the children. The YMCA staff and student in the summer camp program shall abide by the rules of conduct as stated in the YMCA's childcare handbook.

VIII. USE OF FACILITIES AND EQUIPMENT

The YMCA, with the approval of the City, may use other facilities and equipment that are available on-site. The YMCA shall abide by City's guidelines and return all equipment by the end of the day.

The YMCA is responsible for the replacement of any missing supplies and for the repair or replacement of all lost or damage to facilities or equipment caused by the YMCA employees or participants in the YMCA programs.

The City of Clewiston shall provide the YMCA with at least a twenty-four (24) hour notice if the area for summer camp program will not be available and provide an alternative space suitable for the participants. During an emergency closure of the facility, the YMCA will be notified as soon as practicable.

IX. CUSTODIAL SERVICE

The City of Clewiston shall provide custodial services on days and during times that City of Clewiston-employed custodians are normally on duty. On days when such employees are not on duty or must work additional hours on a given work day, the YMCA shall reimburse the City of Clewiston for direct costs incurred for such custodial services.

X. FOOD SERVICE

During each day a lunch and snack shall be served to each child in attendance. Food will be provided through the Summer Food Program.

XI. INSURANCE AND INDEMNITY

The YMCA will hold harmless and indemnify the City of Clewiston on account of the negligent acts of its employees, servants, or other agents, or on account of any unsafe conditions that may exist as a result of the negligent operation of the subject facility by the YMCA.

The YMCA has provided their Certificate of Liability Insurance issued by Acord on August 12, 2021 (copy attached as Exhibit 1) and agrees to keep the insurance in full force and effect during the period of May 31st, 2022 through August 5th, 2022.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

CITY OF CLEWISTON

BY: *K. Petersen*
Printed Name: Kristine Petersen
Title: Mayor
Date: 2/15/2022

agreed on to form
Sam Hildy

YMCA OF SOUTHWEST FLORIDA, INC.

BY: *Gene Jones*
Gene Jones (Feb 15, 2022 19:50 EST)
Printed Name: Gene T. Jones
Title: President and CEO
Date: February 15, 2022

From: Randy Martin
Sent: Wednesday, March 23, 2022 5:04 PM
To: Kathy Combass
Subject: FW: Structural Analysis - 205 W. Ventura Ave.

Information for 205 W. Ventura building

From: Travis Reese
Sent: Monday, November 01, 2021 2:42 PM
To: Randy Martin
Cc: Danny Williams
Subject: FW: Structural Analysis - 205 W. Ventura Ave.

[See below.](#)

Travis Reese
Building Official / Fire Chief / Fire Marshal
City of Clewiston
121 Central Avenue
Clewiston, FL 33440
Office: (863) 983-1500
Fax: (863) 983-1430
Fire Dept. (863) 983-1499
travis.reese@clewiston-fl.gov
www.clewiston-fl.gov

"Florida has a very broad public records law. As a result, any written communication created or received by City of Clewiston employees is subject to disclosure to the public and the media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: bob C [<mailto:bobc@lis-e.com>]
Sent: Wednesday, October 27, 2021 3:31 PM
To: Travis Reese <travis.reese@clewiston-fl.gov>
Cc: Hope Wojack <hope.wojack@clewiston-fl.gov>; Trisa Mena <tmena@lis-e.com>
Subject: Structural Analysis - 205 W. Ventura Ave.

Travis,
Per your request, I conducted an inspection of the old Police dept. building, at 205 W. Ventura Ave., on October 20, 2021 at 9:30 am.

The purpose of this inspection was to evaluate the structural integrity of the existing building. The building appears to have been built in the 1980's. It also appears to have been maintained fairly well. The main frame structural columns and beams showed no sign of substantial deterioration. The roof purlins were likewise in good shape. The exterior siding was mostly adequate. There were some signs of deformation, and a few dented panels and panels with some openings that could be easily replaced. I did not evaluate the roof, but the underside of the roof panels did not indicate any current roof leaks or substantial corrosion, however; you had indicated that the roof had been inspected and repaired recently. In regards to your question about the interior walls, I believe all of the interior walls are simply non-bearing partition walls and do not provide any support to the primary structure. So I do believe it is possible to remove all of the interior framed walls without causing any damage at all to the building whatsoever.

In summary, in my opinion, I believe this building could be used for storage and with proper maintenance should be able to serve the community for many years to come.

Thanks,

Bob Case, P.E.
LIS Engineering, LLC

-LIS-

Engineering
21430 Palm Beach Blvd.
Alva, FL 33920
239-693-9244 Fax: 239-693-9828

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

March 28, 2022

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: Facility Naming Policy Discussion

BACKGROUND

Management was tasked with development of a potential policy on city facility naming guidance for Commission discussion and consideration. This was prompted by a previous Commission discussion related to the potential naming of a single city facility in recognition of a past city employee. To my knowledge, Clewiston has not ever had such a policy despite several city facilities currently having been designated with names. Enclosed is a short list of Clewiston municipal facilities that have previously been “officially” tagged with a specific person’s name or other designation. Management has not researched all the previous designations, but some are likely associated with individuals who represented major contributors toward the funding or other major aspect of certain facilities or the municipal services provided either when they were originally built or subsequent recognitions related to leadership actions or other contributions. Also included herewith is a listing of municipal facilities for which no such past designation has been identified.

Municipalities often name facilities in a variety of ways if the Commission is so inclined, but it is also common to establish a policy to guide such considerations. The value of developing such a policy is primarily to establish criteria by which the Commission considers such requests and a process for those interested in facility naming to follow rather than the alternative of random

consideration of requests as they are filed. Other reasons or value for having such a policy might include: attempting to avoid conflicts with efforts to alter or change facility naming designations in the future; minimizing the potential for duplications over time particularly if records are not comprehensively documented or well-established for the process; consideration of more permanent honorary designations versus consideration for facility naming rights that might be tied to capital donation campaigns or other major contributions that can sunset over time. The latter is a growing trend in municipal facility naming for particularly recreational-type facilities whereby naming is used as a tool to leverage capital funding for the facilities that may sunset after a period of years. In my career, I have had several experiences with both the honorary type designations and the capital funding type designations.

RECOMMENDATION

This has already been a worthwhile administrative exercise to fully document all the historical actions with regard to naming facilities. For example, a couple of facility names were not known by current officials even some longer tenured staff until the research for this report revealed previous actions by the Commission. This is a result in part of not having a set policy and practice for how named facilities will be designated (i.e. signage type considerations). Consistent with the background information included above, in my experience, the naming of facilities falls into at least a couple of common categories. Municipalities can designate such recognitions in honor of service to the community or for specific actions such as significant contributions by an individual, group or organization. In reviewing the list of Clewiston's current name designated facilities, this appears to be the most common thread utilized. As noted above, another option gaining popularity among municipalities is the capital fundraising approach whereby facilities are built or maintained with designated contributions with the associated naming rights tied to the donations. These can be permanent or for a fixed period of time commensurate with the scale of the donations.

Upon receiving feedback from the Commission on the relevant factors, management will incorporate the feedback into a draft policy for Commission

consideration. Management recommends the policy include provisions for both categories referenced in this report.

Enclosures

Current Inventory of designated City Facility Names

Harry T. Vaughn Public Library

Charles E. Wetherald Youth Center

Stalls Field – Sugarland Park (high school baseball field)

Blair Field – Sugarland Park (high school softball field)

Smith Field – Sugarland Park (little league field)

C. S. Mott Bath House & Municipal Swimming Pool

J. Nelson Fairbanks Municipal Golf Course

Dan McCarthy Station – Fire/EMS Station

Fred C. Sikes Building – Utilities Building (formerly U.S. Post Office Building)

T. H. Jones, Jr. Building – building occupied by Police and Fire Departments in 1978

John B. Boy Auditorium

M. Franklyn Jones Operations Building – Public Works Garage and Utility Field Offices

Sikes Park

J.W. Beardsley Rooms – 2 meeting rooms in rear of John Boy Auditorium

Current Inventory of undesignated City Facilities

City Hall

Community Development Building

Wastewater Treatment Plant

Water Treatment Plant

Clewiston Performing Arts Center (CPAC) Building

Senior Citizen Building

Remaining Park Facilities

Boat Ramps

New Police Station

Animal Services Building

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

March 28, 2022

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: Administrative Report Regarding Outstanding Code Enforcement Liens

BACKGROUND

Management has been advised by Commission members in the past as well as city staff that there has been considerable discussion over the years about outstanding liens owed to the city. To assist management in developing a comprehensive view of the various categories of liens on property, staff produced documentation from several sources on how lien discussions, enforcement efforts and collection methods have evolved over the years. Outstanding lien issues, however, are not a circumstance that is unique to Clewiston. Historically, despite rules and circumstances varying across states and municipalities, lien collections frequently pose a variety of challenges.

UPDATE

As was detailed to the Commission in an initial administrative report presented on March 1, 2021 concerning outstanding liens, management focused that report on the category of **aged outstanding property improvement liens** still owed to the city for infrastructure capital projects undertaken over the years. The city has done paving projects and utility improvements utilizing this method to allow affected property owners to pay their allocated share of the cost of such projects over a period of years. For a variety of reasons, some of these assessments do not get fully paid in a timely manner. Further complicating the

city's experience, the city handled the lien process in-house prior to 2010. The March 1, 2021 workshop addressed ten remaining liens attached to eight properties. Nothing significant has changed regarding their status in the past year. Those liens dated back to the period 1988–1991 with a cumulative principal outstanding of \$23,013.75. In 2010, the city transitioned to a contractual relationship with Hendry County for the collection of property improvement liens that has proven much less cumbersome and more effective in terms of lien satisfaction success. The city finance department still has an oversight role for those liens, but this process has proven to be a superior alternative given city staffing limitations and other factors. As for the in-process capital projects for which the city still has payments due and being collected by the county, property owner payments associated with city wastewater improvements are in the 12th year of a 20 year repayment schedule, and payments associated with city street improvement projects driveway aprons are in the 8th year of a 10 year repayment schedule.

Given the status and particulars of the aforementioned property improvement collections process and liens, management placed increased emphasis upon another category of outstanding liens that was not included in the March 1, 2021 workshop reporting. This installment of outstanding lien reporting focuses on code enforcement liens and activities and specifically those accumulated since the city initiated the special magistrate program in 2010. Enclosed is an up-to-date report from the city's community improvement division that details the current status of **active outstanding code enforcement liens imposed by the Special Magistrate** which the code officer is pursuing with some notable success to report in recent months.

Note that the report is divided into residential properties with seven locations listed and commercial properties with five properties listed. Already resolved and not listed on this report is the Commission's recently approved lien reduction on the 601 W. Alverde Avenue property and the successful collection of the reduced lien amount. Another significant reduction which is reflected in this report is the special magistrate approved pending resolution of the code case for the 602 E. Sugarland Highway property. Although the city has had some lesser

impactful resolutions in terms of the amount of the liens during the past year plus, these are among the longest running and largest amounts resolved of late. With these achievements, the cumulative outstanding balance for this category of liens has been reduced by \$165,600.00 to the reduced total of **\$438,418.56** in this report.

In terms of other pending positive updates, Code Officer Debbie Clay has provided details for several of the locations which further the overarching goal of resolving the pending violations and inherent liens. Noteworthy among them are the following: a) in the commercial category, the owner of the office building located at 518 E. Sugarland Highway which currently constitutes \$53,450.00 of the lien total has acquired the necessary building permit and since this report was prepared has resolved the violation providing for the fines to stop accruing. The owner is expected to next request a lien reduction which will be considered upon receipt; b) in the residential category, the new owner of 705 S. W.C. Owen Avenue acquired the property in a recent tax deed sales transaction. The lien currently totals \$63,900.00 and is still accruing. The owner has already initiated steps to bring the property into compliance after which a request for a lien reduction is expected that will be considered upon resolution of the violation; and, c) another property in the residential category located at 404 S. San Gabriel is being evaluated by staff for resolution of the code violations through condemnation due to the condition of the property. This property lien total constitutes \$64,600.00 currently. Staff will continue to work toward resolution of the remaining locations as expeditiously as possible.

Enclosure



CITY OF CLEWISTON COMMUNITY IMPROVEMENT

141 CENTRAL AVE ° CLEWISTON, FLORIDA 33440
PHONE: (863) 983-1454 ° FAX: (863) 983-3406

In summary outstanding Code Enforcement mowing liens, fees and fines for possible foreclosure (color-coded green on previously provided list) are as follows:

Residential:

421 E Ventura Avenue \$22,073 (vacant land) (new owner purchased at tax deed sale)

317 E El Paso Avenue \$400.75 (principle for three mowing liens in 2012) \$432.81 (accrued interest) total \$833.56

340 W El Paso Avenue \$61,565.35 (tax deed sale to new owner who sought a lien reduction for code enforcement monies and was denied the reduction request by the Commission on December 15, 2014 during their regular Commission meeting.)

720 Royal Palm Avenue/130 W Crescent \$7,725.00 (Repeat offender accrued fines)

404 S San Gabriel \$64,600.00 (still accruing \$50/day) (My opinion this property is a candidate for the building board condemning process through community development)

835 E Alverdez Avenue \$61,050.00 (still accruing \$50/day)(property sold the new owner is aware of the code violation fines on the property he states that he found out about the fines after the purchase when he tried to pull the demolition permit and was told to speak with me about the fines. He was trying to clear the property for his use I have not heard anything since his attorney contacted me via email and telephone for the case packet information earlier this year. The property has been mowed and maintained but is still in violation as the structure is still present on the property and in violation of order)The property according to Hendry County Property Appraiser is still in Tax Ease REO 1 LLC but has C/O Alfredo Gonzalez Medero who represented himself to me as the new owner.

705 S W C Owen Avenue \$63,900 (still accruing \$50/day) (tax deed sale March 2022 new owner is working towards compliance and has been contacted to inform of the outstanding code enforcement fines on the property)

RESIDENTIAL TOTAL: \$281,746.91

Commercial:

800 E Ventura Avenue \$3,504.55 + 12% interest annually since filing 01/2009 5,467.10 = total good thru 12/31/22 \$8971.65

725 E El Paso Avenue \$83,200.00 (still accruing \$25/day)

411 W Sugarland Highway \$1,050.00

518 E Sugarland Highway \$53,450.00 (still accruing \$50/day) has pulled permit and in process of bringing property into compliance at this time March 2022.

602 E Sugarland Highway \$51,750.00 (property has been brought into compliance by new owners) **Lien reduction to \$10,000.00 ordered by Magistrate Davis to be paid by May 18, 2022 or is to revert back to full amount. (Reduced amount has not been paid to date I have received a call inquiring about the due date from property manager recently).**

COMMERCIAL TOTAL: \$156,671.65

TOTAL OUTSTANDING AMOUNT:

\$438,418.56

As of 03/17/2022

Debra Clay

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

March 28, 2022

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: Congressional Appropriation Request FY 2023 for WWTP Improvements
& Expansion

After recently consulting with Congressman Mario Diaz-Balart and congressional staff, management recommends submission of an application for a congressional appropriation for FY 2023 to fund Clewiston's Wastewater Treatment Plant (WWTP) improvements and expansion plans. This is the same process utilized last spring which resulted in the city receiving funding for the Ventura Avenue improvements as recently announced.

Based upon previous Commission actions authorizing grant applications to state and federal agencies for this project funding in the amount of \$13.5 million, management is preparing the required application materials to meet the established April, 2022 deadline with the understanding that the formal resolution will be presented for Commission action at the upcoming April 18th regular meeting. For information, enclosed is another copy of the engineer prepared conceptual opinion of probable project costs.

Enclosure

**City of Clewiston
Wastewater Treatment Plant
Conceptual Improvements and Expansion Program
Conceptual Opinion of Probable Project Cost**

Item No.	Project / Item Description	Purchase	Tax 7%	Overhead and Profit 15%	Installation 50%	Estimated Quantity	Unit	Unit Price	Total
<u>Standby Power Generator and Distribution Upgrades (Bid)</u>									
1.	Construction (bid):								\$380,200
2.	Construction contingency (20%):								\$76,040
3.	Engineering services to revise bid documents for SRF and rebidding:								\$63,091
4.	Engineering services during construction:								<u>\$108,330</u>
Total Opinion of Probable Project Cost:									\$628,000
<u>WWTP Process and Pumping Improvements</u>									
1.	Replacement of existing 30 Hp motors on existing aerator rotors with 40 Hp motors with VFDs	\$86,400	\$6,048	\$13,867	\$46,224				\$152,500
2.	Installation of FRP covers for existing aerator rotors	\$96,000	\$6,720	\$15,408	\$51,360				\$169,500
3.	Installation of a third rotor assembly (40 Hp with VFD) for each oxidation ditch	\$347,400	\$24,318	\$55,758	\$185,859				\$613,300
4.	Installation of SharpBNR process control package (Lakeside Equipment Corporation)	\$153,000	\$10,710	\$24,557	\$81,855				\$270,100
5.	Construction of new wastewater effluent pump station and transmission piping for DIW disposal					1	L.S.	\$850,000	\$850,000
6.	Modifications to existing structures to accommodate aerator improvements					1	L.S.	\$30,000	<u>\$30,000</u>
Subtotal:									\$2,085,000
7.	Yard piping		7%						\$146,000
8.	Electrical		15%						\$313,000
9.	Instrumentation and controls		7%						\$146,000
10.	Site work		5%						<u>\$104,000</u>
Subtotal:									\$2,794,000
11.	General Requirements		3%						\$84,000
12.	Construction contingency		20%						<u>\$559,000</u>
Total Opinion of Probable Construction Cost:									\$3,437,000
13.	Engineering Design, Permitting, and Services During Construction (20%):								<u>\$687,000</u>
Total Opinion of Probable Project Cost:									\$4,124,000

**City of Clewiston
Wastewater Treatment Plant
Conceptual Improvements and Expansion Program
Conceptual Opinion of Probable Project Cost**

Item No.	Project / Item Description	Purchase	Tax 7%	Overhead and Profit 15%	Installation 50%	Estimated Quantity	Unit	Unit Price	Total
<u>WWTP Capacity Expansion and Process Upgrades</u>									
Phase I (Addition of Clarifier, Expansion to 1.8 mgd)									
1.	Construction of third clarifier and associated equipment, piping, and systems					1	L.S.	\$575,000	\$575,000
2.	Standby power					1	L.S.	\$200,000	<u>\$200,000</u>
	Subtotal:								\$775,000
3.	Yard piping	7%							\$54,000
4.	Electrical	15%							\$116,000
5.	Instrumentation and controls	7%							\$54,000
6.	Site work	5%							<u>\$39,000</u>
	Subtotal:								\$1,038,000
7.	General Requirements	3%							\$31,000
8.	Construction contingency	20%							<u>\$208,000</u>
	Total Opinion of Probable Construction Cost:								\$1,277,000
9.	Engineering Design, Permitting, and Services During Construction (20%):								<u>\$255,000</u>
	Total Opinion of Probable Project Cost:								\$1,532,000

**City of Clewiston
Wastewater Treatment Plant
Conceptual Improvements and Expansion Program
Conceptual Opinion of Probable Project Cost**

Item No.	Project / Item Description	Purchase	Tax 7%	Overhead and Profit 15%	Installation 50%	Estimated Quantity	Unit	Unit Price	Total
Phase II (Addition of Third Oxidation Ditch, Expansion to 2.25 mgd)									
1.	Upgrades to headworks					1	L.S.	\$200,000	\$200,000
2.	Construction of third oxidation ditch and associated equipment, piping and systems					1	L.S.	\$1,200,000	\$1,200,000
3.	Tertiary filtration, disinfection, and reclaimed water pumping facilities					1	L.S.	\$1,600,000	\$1,600,000
4.	Upgrades to residuals process					1	L.S.	\$650,000	\$650,000
Subtotal:									\$3,650,000
5.	Yard piping	7%							\$256,000
6.	Electrical	15%							\$548,000
7.	Instrumentation and controls	7%							\$256,000
8.	Site work	5%							\$183,000
Subtotal:									\$4,893,000
9.	General Requirements	3%							\$147,000
10.	Construction contingency	20%							\$979,000
Total Opinion of Probable Construction Cost:									\$6,019,000
11.	Engineering Design, Permitting, and Services During Construction (20%):								\$1,204,000
Total Opinion of Probable Project Cost:									\$7,223,000

SUMMARY

1.	Standby Power Generator and Distribution Upgrades								\$628,000
2.	WWTP Process and Pumping Improvements								\$4,124,000
3.	WWTP Capacity Expansion and Process Upgrades (Phase I):								\$1,532,000
4.	WWTP Capacity Expansion and Process Upgrades (Phase II):								\$7,223,000
Total Opinion of Probable Program Cost:									\$13,507,000

AGREEMENT FOR CITY ATTORNEY
FOR THE CITY OF CLEWISTON, FLORIDA

THIS AGREEMENT, dated this 20th day of Feb., 2017, between the CITY OF CLEWISTON, a municipal corporation of the State of Florida (hereinafter referred to as “the City”), and Brandenburg & Associates, P.A., (herein referred to as “the Firm”).

1. TERM OF EMPLOYMENT. The City appoints and shall employ Gary M. Brandenburg as its City Attorney. The Firm shall serve at the pleasure of the Commission. This Agreement shall continue without Commission action, provided the Commission does not take action to terminate as provided for herein. Either the City or the Firm may terminate the Agreement at any time upon 60 days prior written notice of its intention to do so. In the event the Agreement is terminated, the Firm shall be paid for the completion of any and all legal services rendered to the City in accordance with this Agreement.

2. DUTIES OF THE FIRM. The Firm shall render legal services to the City as may be required, including, but not limited to:

(a) Attendance at all regular or special meetings of the Commission, attendance at Commission workshop meetings at the request of the City Manager or Commission, attendance at any other City agency or board meeting as requested by the Commission or City Manager; and

(b) The preparation or review of all ordinances, resolutions, contracts and other legal instruments for legal form and sufficiency so as to carry out the City’s business and legislative affairs; and

(c) The research of legal questions presented for purposes of rendition of written or oral legal opinions. The Firm shall render legal advice and written or oral legal opinions to the Commission, its Manager and departments at the Commission's or City Manager's request; and

(d) Such legal assistance as may be required for the proper legal functioning of the various departments consistent with the City's Charter; and

(e) The representation and/or management of litigation involving the City, as directed by the City, including bond validation proceedings; and

(f) The Commission or the City Manager may identify any specific work programs including code re-writes; and

(g) At the Commission's request, the Firm shall attend other meetings the Commission deems necessary to carry out the City's business and legislative affairs.

3. **COMPENSATION.** For services rendered by the Firm, the Firm shall be compensated based upon hourly fees as established below.

(a) Attorneys shall be billed at \$250.00 per hour.

(b) If this Agreement is terminated, the Firm shall be entitled to the fees earned as of the termination date.

4. EXPENSES.

(a) The Firm shall be entitled to charge ½ the normal hourly rate for travel time to and from City meetings.

(b) The City shall be responsible for reimbursing the Firm for out-of-pocket expenses, including, but not limited to, printing, postage, court reporter services, filing fees, and long distance telephone charges.

5. VACATION, ILLNESS, UNAVAILABILITY.

Gary Brandenburg shall notify the City Manager in advance in the event he is not available to attend City Meetings due to vacations, illness or unavoidable unavailability.

6. CONFLICTS.

(a) The City recognizes and acknowledges that the Firm is engaged in a law firm business with a practice which involves several different legal disciplines and multiple clients. The City recognizes and acknowledges that the Firm presently, or may in the future, represent clients including other governmental entities, provided there is no potential conflict of interest as defined by the rules regulating The Florida Bar.

(b) The Firm recognizes that notwithstanding the needs of other clients, the Firm shall be available to the City as the representation requires. Any conflicts of the Attorney's time shall, within reason, be resolved in favor of the City.

(c) The City agrees to identify any actual or perceived conflicts of interest it perceives the Firm to have and to review same with the Firm in advance.

(d) The Firm hereby acknowledges and agrees to disclose any and all potential conflicts of interest as defined by the rules regulating The Florida Bar.

7. AMENDMENT. This Agreement shall only be amended in writing and upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

ATTEST:

CITY OF CLEWISTON

By: Mary K. Combass
Mary K. Combass, Interim City Clerk

By: Mali Gardner
Mali Gardner, Mayor

Brandenburg & Associates, P.A.

By: Gary M. Brandenburg
Gary M. Brandenburg, Esq.