



**CITY OF CLEWISTON**  
115 West Ventura Avenue  
Clewiston, Florida 33440

**CITY COMMISSION MEETING**

**Monday, April 18, 2022 – 5:00 p.m.**

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**Call Meeting 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. Consent Agenda**

- A. *City Commission Meeting Minutes – March 21, 2022*
- B. *City Commission Workshop Minutes – March 28, 2022*
- C. *Proclamation – Donate Life Month – April 2022*
- D. *Proclamation – National Day of Prayer – May 5, 2022*
- E. *Proclamation – Kids to Parks Day – May 21, 2022*
- F. *Event Application – Alan Jay Tent Sale – April 20-23, 2021*
- G. *Resolution No. 2022-019 – approving the Software-As-a-Service Agreement with Kommander Software, LLC*
- H. *Resolution No. 2022-020 – approving the Memorandum of Understanding between the United Way of Lee, Hendry and Glades and the Clewiston Police Department regarding the participation in the United Way ReUnite Program*
- I. *Resolution No. 2022-021 – approving the Wireless Services Agreement with L3Harris Technologies, Inc.*
- J. *Resolution No. 2022-022 – approving the reappointment of Jacklyn Espinoza to the Hendry County Library Cooperative Advisory Board*
- K. *Resolution No. 2022-023 – Budget Resolution*

**Exhibit:** Agenda Item No. 1A-K

**Recommendation:** Recommended motion is to approve the consent agenda.

**RECOGNITION OF 2021 EMPLOYEES OF THE YEAR** – Ashley Smith – General Services; Tunisia Cohens – Police Department; David Germany – Public Works; Joel Sims – Utilities; and Danny Williams – Director.

## PUBLIC HEARING

2. **Ordinance No. 2022-01 – Final Public Hearing – 5:05 p.m.** – Ordinance No. 2022-01 modifies the text of the Comprehensive Plan and provides for the inclusion of a private property rights element in the Comprehensive Plan.  
**Exhibit:** Agenda Item No. 2  
**Recommendation:** Recommended motion is to approve Ordinance No. 2022-01.

## ORDINANCE

3. **Ordinance No. 2022-08 – First Reading** – Ordinance No. 2022-08 rezones a parcel of property located on the west side of South Lopez Street between W. Haiti Avenue and W. El Paso Avenue from R-2 Two-Family Residential to R-3 Multiple Family Residential pursuant to the Zoning Land Use Change Application by Derek Beck of Piper’s Properties, LLC.  
**Exhibit:** Agenda Item No. 3  
**Recommendation:** Recommended motion is to approve Ordinance No. 2022-08 on first reading and set the public hearing for May 16, 2022.

## RESOLUTIONS

4. **Resolution No. 2022-024** – Resolution No. 2022-024 authorizes an application for a congressional appropriation for community project funding to improve and expand the City’s existing Wastewater Treatment Plant.  
**Exhibit:** Agenda Item No. 4  
**Recommendation:** Recommended motion is to approve Resolution No. 2022-024.
5. **Resolution No. 2022-025** – Resolution No. 2022-025 approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARX79, Financial Project No. 413632-1-88-01 between the State of Florida, Department of Transportation and the City of Clewiston setting the compensation to the City for the maintenance of traffic signals and other devices for FY 2022/2023.  
**Exhibit:** Agenda Item No. 5  
**Recommendation:** Recommended motion is to approve Resolution No. 2022-025.
6. **Resolution No. 2022-026** – Resolution No. 2022-026 approves the extension of the 2017 lease of the 220.5 acre parcel of real property located in Section 28, Township 43 South, Range 43 East, Section 33, Township 43 South, Range 34 East and Section 33, Township 43 South, Range 34 East, Hendry County, Florida, to Forage Management, LLC.  
**Exhibit:** Agenda Item No. 6  
**Recommendation:** Recommended motion is to approve Resolution No. 2022-026.

7. **Resolution No. 2022-027** – Resolution No. 2022-027 approves the 1<sup>st</sup> Amendment to the Continuing Agreement for Professional Services dated October 20, 2020 between Stantec Consulting Services, Inc. and the City of Clewiston pertaining to indemnification of the Florida Department of Transportation.

**Exhibit:** Agenda Item No. 7

**Recommendation:** Recommended motion is to approve Resolution No. 2022-027 subject to approval by Stantec Consulting Services, Inc.'s legal department.

## **MISCELLANEOUS ACTION AND DISCUSSION ITEMS**

8. **Commission Discussion Regarding the Appointment of Two Members to the Firefighter Pension Board**

**Exhibit:** Agenda Item No. 8

**Recommendation:** Recommended motion is to appoint Finance Director Shari Howell and one other city resident to the Firefighter Pension Board.

9. **Old Business**

10. **Departmental Monthly Activity Reports** - Presented for information only.

### **Comments from City Manager**

- a. **Board/Committee Member Vacancies** – One (1) vacancy on the Planning & Zoning Board; one (1) vacancy on the Board of Building Commissioners; and two (2) vacancies on the CRA Advisory Committee.

### **Comments from City Attorney**

### **Comments from the City Commission**

### **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.

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Mary K. Combass, City Clerk

**CITY OF CLEWISTON**  
**Regular Commission Meeting**  
**March 21, 2022**

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The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, March 21, 2022. The meeting was called to order at 5:00 p.m. by Mayor Kristine Petersen. Commissioner James Pittman gave the invocation and the audience joined in reciting the Pledge of Allegiance.

**Commissioners Present:** Mayor Kristine Petersen, Vice Mayor Greg Thompson, Commissioner Mali Gardner and Commissioner James Pittman. Commissioner Hillary Hyslope attended via telephone.

**Personnel Present:** City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Tom Lewis, Consulting Engineers Andy Tilton and Joseph DeBono and City Attorney Dylan Brandenburg.

**Visitors Present:** Terry Gardner, Lavonne Sherrell and Lindsey Sergeant

**Additions/Deletions/Changes and Approval of the Agenda - none**

**1. Consent Agenda**

- A. *City Commission Meeting Minutes – February 21, 2022*
- B. *City Manager Performance Evaluation*
- C. *Event Application Modification – The Market on Bond – April 16, 2022*
- D. *Event Application Modification – Hope 4 Huntington 5K – May 14, 2022*
- E. *Proclamation – Gary M. Brandenburg*
- F. *Resolution No. 2022-010 – approving Learning for Life Annual Memorandum of Understanding*
- G. *Resolution No. 2022-011 – approving Interlocal Agreement Among Hendry County First Responder Agencies*
- H. *Resolution No. 2022-12 – recognizing the 50<sup>th</sup> Anniversary of the Florida Association of City Clerks*

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve the Consent Agenda. Vote 5 yeas, 0 nays**

Manager Martin announced for the record that Commissioner Hyslope was in attendance via telephone.

**Public Comments**

- A. Lavonne Sherrell – Comments Regarding Industrial Canal Area – Boats & Docks - Mr. Lavonne Sherrell came forward and discussed the allegations that the dock where he docked

his boats on the embankment of the Industrial Canal is owned by Mr. Rudd and that Mr. Rudd is the owner of the property in the Industrial Canal. He stated the allegations are not true and he could provide witnesses that helped him build the dock some 30 years or so ago and many others who had seen them build it. He added that he stands by his statement that he made at the first meeting he came to after the spite fence went up that he would not move his boats without a court order.

**PRESENTATION OF PROCLAMATION** – Gary M. Brandenburg – Mayor Petersen read the proclamation honoring Gary Brandenburg and presented it to Dylan Brandenburg.

## **RESOLUTIONS**

2. **Resolution No. 2022-013** – Resolution No. 2022-013 approves the award of the Bridge Over C-21 Canal, Clewiston, Florida Project contract to Zep Construction, Inc. and authorizes the Mayor to execute the contract on behalf of the City subject to FDOT's approval of the agreement.

Mayor Petersen summarized and read Resolution No. 2022-013 by title. There were no citizen comments. Commissioner Pittman made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2022-013. Before voting on the motion, Manager Martin stated that a revision was made to the contract and Attorney Brandenburg would explain. He added that the City received a notice to proceed to the construction phase from DOT subject to the Commission's actions tonight. Vice Mayor Thompson asked why Zep Construction was recommended. City Consulting Engineer Andy Tilton came forward and stated that all six firms that submitted proposals were qualified. Zep Construction had a good reputation of doing this type of work, was the low bidder and had been in business a long time. He mentioned that there was a small mathematical error in their bid but they were still the low bidder. City Attorney Dylan Brandenburg explained that there is a statute that puts a cap on retainage for public construction projects at 5% so the recommendation would be to approve the contract subject to modification of the retainage from 10% to 5%. Manager Martin stated that staff has requested the attorney to prepare a modification to the City's policy to reflect consistency with the current statutory requirements.

**Commissioner Pittman offered a motion of approval then amended his motion, seconded by Commissioner Gardner, to approve Resolution No. 2022-013 subject to the modification of the retainage from 10% to 5% in paragraph 7 on page 2 of the contract. Vote 5 yeas, 0 nays.**

Manager Martin stated that this contract award is a huge achievement and advised that the contracted project expenditures are well within the available budget. This gives flexibility to consider items that may come up unexpectedly or potential adjustments which were not included in the bid specifications through a change order which could be considered by the Commission as the project progresses.

3. **Resolution No. 2022-014** – Resolution No. 2022-014 approves Johnson Engineering, Inc. Change Order No. 05 to Work Order No. 04 regarding the C-21 Bridge Project.

Mayor Petersen summarized and read Resolution No. 2022-014 by title. There were no citizen comments.

**Commissioner Pittman made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2022-014. Vote 5 yeas, 0 nays**

4. **Resolution No. 2022-015** – Resolution No. 2022-015 approves the proposal from Wantman Group, Inc. (WGI) for additional construction phase services for the C-21 Bridge Project in an amount not to exceed \$139,260.

Mayor Petersen summarized and read Resolution No. 2022-015 by title. There were no citizen comments. Manager Martin clarified that some of the financial impact amount is lump sum and the other is on an as needed basis which is why the amount is not to exceed \$139,260. He explained that staff believes the actual number of progress meetings requiring WGI representative attendance will be less than the number quoted. The staff will manage that process and only require WGI attendance at meetings deemed necessary. Engineer Tilton further explained that WGI was hired as structural engineer on this project parallel to Johnson Engineering doing the roadway and the general permitting. The City has maintained WGI through the process of obtaining FDOT approvals and now to do certifications of the structural elements of the project. There will be a separate full time construction, engineering and inspection group, with Johnson Engineering doing the roadway design elements. There will not be a need for WGI to do comparable aspects on the structural side; however, there are key things that they will need to be there for to be able to certify the project.

**Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2022-015. Vote 5 yeas, 0 nays**

5. **Resolution No. 2022-016** – Resolution No. 2022-016 approves City of Clewiston Continuing Agreement for Professional Services with Stantec Consulting Services, Inc. Work Order No. 2020-1 in the total amount of \$679,867 for construction, engineering and inspection (CEI) services for the C-21 Bridge Project.

Mayor Petersen summarized and read Resolution No. 2022-016 by title. No citizen comments were heard. Manager Martin stated that the legislature now requires a separate engineering firm to do the construction and engineering and inspection services than the firm that designed the project on DOT projects. He advised that Stantec Consulting Services, one of the City's consulting engineers, is qualified. He mentioned that Engineer Tilton had a critical role in discussing the terms of their role and the requisite fees. Management and engineer were able to negotiate an acceptable package and have submitted all of the information including the recommended contracts with Johnson Engineering, WGI and Stantec with FDOT and they have accepted the terms of those agreements. Engineer Tilton explained that the duration of the project drives the cost of construction, engineering and inspection, especially on an FDOT funded project, because anytime the contractor is on site,

at least one person from the CEI firm must also be on site. He stated that negotiations resulted in modification of one of the listed staff to a less senior inspector to reduce the resulting fees to some extent. They will be doing daily and weekly and monthly reports that will go not only to the City but also to FDOT so all can follow project progress and meet requirements. Commissioner Pittman asked for clarification regarding the financial impact for this item which is unlike agreements with “not to exceed” pricing included. Engineer Tilton responded that this contract is based upon unit price costs. The project could go longer than projected thus increasing the fees incurred or if there are days or weeks that the contractor does not have anybody on site then that would lower billing charges. Commissioner Pittman asked who will monitor that aspect. Engineer Tilton stated that they will help but the CEI engineer is responsible for coordinating the schedule with the contractor. Manager Martin added that Director Howell, when filing for reimbursements, is very meticulous in reviewing the billing statements to make sure they comply with the agreement terms. FDOT also reviews billing and reimbursement details as part of the accountability process. Engineer Tilton confirmed that these reimbursements are charged by the hour. Manager Martin noted that the City is able to claim certain administrative costs. He explained that prior to the legislative grant funding for the actual construction project, the City received a South Florida Water Management grant in the amount of \$350,000 which paid a major portion of the upfront costs with the City incurring additional costs before legislatively appropriated and FDOT authorized project funding was available. Engineer Tilton further explained that the staff and engineering representatives were able to get further design costs included as eligible so that the extra work that WGI had to do and the additional amounts that Johnson Engineering had to do actually came out of the first legislative grant award. They were able to file for those funds earlier because the agreement included the design elements as eligible costs.

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2022-016. Vote 5 yeas, 0 nays**

6. **Resolution No. 2022-017** – Resolution No. 2022-017 authorizes Clean Water State Revolving Fund Construction Loan Agreement WW260440 & Grant Agreement SG260441 with the Florida Department of Environmental Protection for project financing to address infiltration and inflow into the City’s sewer system as part of an existing consent decree.

Mayor Petersen summarized and read Resolution No. 2022-017 by title. No citizen comments were heard. Manager Martin stated that this is the third phase of this project and we have had a very successful phase 1 and phase 2 using this same funding source. Director of Operations Danny Williams stated that this program will be mainly working on the lift stations. They are planning to change out all pumps to a pump that has capabilities to grind, change out all the panels and probably eliminate some of the smaller lift stations. He stated they will also be increasing some of our force mains to 8” and will be receiving a vac truck and a backup generator and thinks they are going to try to put a bypass at the master lift station. He clarified that the force main size increase will be in the neighborhoods. Vice Mayor Thompson asked if we were ever able to estimate what this is costing us now. Director Williams stated that the City has a 1.5 million gallons per day (MGD) domestic plant. During rainy season, we were previously treating up to 3.2 MGD compared to 1.4 to 1.5 MGD peak flows now and we are currently averaging about 1.2 MGD in effluent flows.

This is back within the limits of the city's WWTP operating permit limits. Manager Martin stated that in terms of total plant operational cost, essentially it has been cut in half by limiting the spikes created by inflow and infiltration. Not enough time has passed since the first two phases of improvements were completed to compare year over year improvement in detail, but it is the staff's intent to compare trends of chemical cost savings, electricity, and all the other aspects of cost savings as more time passes and the third phase impacts are assessed. Staff and engineers believe the changes collectively free up a significant amount of treatment capacity for additional expansion in terms of economic development potential for new growth. Commissioner Pittman asked if anything was able to be done with regard to similar improvements to reduce I & I impacts from private systems such as currently served mobile parks outside the City limits. Director Williams observed that there are 9 lift stations in that area, some of which are privately owned parks and that are typically in bad shape. Manager Martin added that we have had conversations with the county encouraging their support and efforts to pursue potential assistance programs to work with areas outside the city limits that are having issues either due to septic to sewer conversion needs or opportunities as well as connected private collection systems that are receiving large amounts of surface and ground water due to their poor condition which has implications for the City WWTP. The City's focused efforts to date are on all customers currently served with public lift stations but the future scope could include private facilities. Once the City gets planned projects complete and tracks progress, staff will have a better feel of flow gains and be better able to determine the extent of remaining I & I problems and opportunities to cost effectively address private area options. Commissioner Pittman stated that he would like staff to look at different rate structures, not only sewer but for other things, for outside the city limits as previously discussed.

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2022-017. Vote 5 yeas, 0 nays**

7. **Resolution No. 2022-018** – Resolution No. 2022-018 approves the Transportation Off System Post Project Maintenance Agreement (FPID #438068-1-52-01) between the Florida Department of Transportation and the City of Clewiston for the maintenance, upon completion of the project, of the sidewalk along the west side of Royal Palm Avenue from US 27 north to Balboa Plaza and along the east side of Ponce de Leon Avenue from US 27 north to Balboa Plaza.

Mayor Petersen summarized and read Resolution No. 2022-018 by title. Manager Martin explained that with input from the City's engineering firm and staff, after hearing concerns from residential areas on Royal Palm Avenue north of Balboa, discussions with FDOT since the last meeting focused upon a reduced scope project to exclude those areas along Royal Palm Avenue north of Balboa. Management has received formal approval that FDOT would agree to the reduced scope. Management and staff feel strongly that this reduced scope project should be completed and will be a tremendous asset to the City's overall infrastructure, particularly the City's ability to provide for citizens and others to safely walk in the area around Civic Park and other impacted public properties. The City owns all of the public property that is adjacent to these two sections of sidewalk. Staff suggested other tweaks to the FDOT original plans and some suggestions have been agreed and included in the scope. Since estimated costs are positively impacted by the revised scope deleting the



areas north of Balboa on Royal Palm Avenue, it is encouraging that the project should be safely within the FDOT allocated budget when contracts are considered for award. The plans included in the agenda have not as yet been replaced and reflect the same scope that was in the last agenda. These are already being modified by FDOT accordingly to reflect the revised scope and once complete will be included with the approval documents. The revised documents will reflect no sidewalk extension north of Balboa included in the scope of the bid documents for this project. Consulting Engineer Tilton stated that because some of the things suggested for inclusion were not within the original project scope, FDOT could not add those items. He added that the City could consider them within the scope of future enhancements. Manager Martin stated that with the engineer's assistance, staff will be looking at other tweaks and planning them into future projects. He mentioned that as a courtesy, he did share the reduced project scope for the recommended project with Ms. Stephanie Busin who had expressed concerns about the larger project scope at the last meeting. She advised the Manager that she believed everyone would support the revised scope. No citizen comments were heard.

**Commissioner Pittman made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2022-018. Vote 5 yeas, 0 nays**

Before the vote, Commissioner Hyslope thanked Manager Martin for his efforts to address the expressed concerns and pursue a solution that satisfies everyone involved. Manager Martin gave credit to Consulting Engineer Tilton for his excellent insights and efforts to obtain FDOT support for the modified scope project to proceed.

### **MISCELLANEOUS ACTION AND DISCUSSION ITEMS**

8. **Old Business** – Manager Martin reported that several of the old business items are included for discussion at the workshop scheduled for Monday, March 28, 2022 at 5:00 p.m. He then announced the public informational meeting for the design group's presentation on the master planning effort for the waterfront area workshop has been rescheduled to Tuesday, March 29, 2022. He explained that it is simply to provide the public insight on some of the ideas that have been scoped and listed thus far and solicit public comment. He apologized for the need to reschedule and explained that it was due to several factors, including a death in the family of one of the presenters from the planning district council. He expressed his condolences to Executive Director Margaret Wuerstle and her family on their loss. Commissioner Gardner requested that items #5, #7, #8 and #25 be set for discussion at a workshop in May.
9. **Departmental Monthly Activity Reports** - Presented for information only.

#### **Comments from City Manager – Announcement of 2021 Outstanding Employees of the Year**

Manager Martin commented briefly on the success of the sugar festival. He stated that statistics are not yet available, and he recognized all of the volunteers from the different agencies and groups and others that participated and did such a great job in his opinion. He mentioned that he attended all of the events and was impressed with how well the City employees handled their

duties. He has heard very little negative comment so far and much positive. It took a lot more than the City and City officials to pull it together. He stated the renovated Youth Center was a big hit and thanked our partners, U.S. Sugar and others that participated. He specifically recognized Director Williams for the work he has done particularly involving the festival along with the efforts of his wife for her tremendous amount of volunteer work for the community. He thanked the Commission who came to the festival along with Congressional Representative Mario Diaz-Balart and State Representative Lauren Melo and other legislature associates who attended. He also thanked Director Howell for putting together on short notice a very nice package of commemorative items which were presented to the City's federal and state elected representatives including a key to the City.

He then announced the 2021 outstanding employees of the year – Ashley Smith - General Services; Tunisia Cohens – Police Department; David Germany – Public Works; Joel Sims - Utilities; and Danny Williams - Director. He stated that the employees of the year will receive more formal recognition consistent with the City's policy and practice after this announcement. They will receive a plaque of recognition, a financial award and it will be cited in their formal evaluation. Commissioner Pittman suggested the employees of the year also be recognized at an upcoming Commission Meeting.

**Comments from City Attorney** – Attorney Brandenburg expressed his appreciation to the Commission for the proclamation honoring his late father and stated that he is committed to continue serving the Commission with any needs they may have in the future.

**Comments from the City Commission** – Vice Mayor Thompson stated that he heard it was estimated that 22,000 people attended the Sugar Festival. He then stated that after reviewing the agenda, he wanted to express his appreciation on how the City continues to progress.

Commissioner Gardner and Commissioner Pittman echoed Manager Martin's comments about the successful Sugar Festival event and congratulated the City's announced employees of the year.

Commissioner Pittman asked Johnson Engineering to give a brief presentation on what the new bridge will look like. Engineer Tilton stated that they have put together a couple of renditions and ideas which include using the fish from the new welcome signs and casting a fish design into some of the panels on the walls of the bridge. Manager Martin stated that he and the engineer had already discussed possibilities of a change order to reflect aesthetic considerations. He also stated that the project already included the decorative street lighting design the Commission had previously endorsed a couple of years ago. Commissioner Pittman asked if there was a way to appoint a temporary recreation director as he feels more summer activities for the kids are needed. Manager Martin stated that more applications had been received and it remained his goal to have the position appointed in May. He added that the Youth Center would be staffed when it was fully opened. Commissioner Pittman stated that he was still in favor of having a volunteer citizen recreation board. Manager Martin thanked him for his suggestions and stated that it could be a valuable source of input and support similar to the role of the Golf Course Advisory Board. Commissioner Gardner stated that, because the Youth Center has a computer lab, an afterschool program would be a great asset to the kids. It was noted the Public Library had a tutor program and Manager Martin

stated that the two facilities and the offered programs would not be competitive; they are intended to be complimentary. He then reported that he had already had a discussion with the YMCA about the potential for an afterschool program during the school year.

Commissioner Hyslope congratulated the employees of the year and on behalf of the Sugar Festival Committee, she thanked the City for its support. She stated the renovated Youth Center with the modern technology was a beautiful addition to the community and it would not have been possible without the help from our partner, U.S. Sugar. She then commented that the Home Run Derby, the new sugar festival event this year, was very well attended and very family focused.

Mayor Petersen commented on the Sugar Festival event and her opinion that the accolades for City staff should be for the work they do year round, not just for the Sugar Festival event. She stated the City is blessed with the team that has been put together across all of the departments.

### **Adjournment**

**Commissioner Pittman made a motion, seconded by Vice Mayor Thompson, to adjourn the meeting at 6:13 p.m. Vote 5 yeas, 0 nays**

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Kristine Petersen, Mayor

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Mary K. Combass, City Clerk



**CITY OF CLEWISTON**  
115 West Ventura Avenue  
Clewiston, Florida 33440

## **CITY COMMISSION WORKSHOP**

**Monday, March 28, 2022**

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The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, March 28, 2022. The workshop was called to order at 5:00 p.m. by Mayor Kristine Petersen. Commissioner Mali Gardner gave the invocation and the audience joined in reciting the Pledge of Allegiance.

**Commissioners Present:** Mayor Kristine Petersen, Vice Mayor Greg Thompson, Commissioner Mali Gardner, Commissioner Hillary Hyslope and Commissioner James Pittman.

**Personnel Present:** City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Tom Lewis, Community Development Director/Fire Chief Travis Reese and Code Enforcement Officer Debbie Clay.

**Others Present:** Miller Couse, Karl Larsen, Kartrice Greaves, Terry Gardner, Sandra Hare and Pedro Diaz.

**Additions/Deletions/Changes and Approval of the Agenda** – Manager Martin stated that discussion of an item which requires near term action needs to be added regarding the appointment of members to the firefighter pension board at the upcoming April 18, 2022 regular meeting. The Manager desires to update the Commission on that process at this workshop. Mayor Petersen added the item for discussion as Workshop Agenda Item No. 8.

**Public Comments** – none

- 1. Police Department Accreditation Update** – Police Chief Thomas Lewis – Chief Lewis reviewed his memorandum included in the agenda materials and provided an overview of the accreditation process. He explained that accreditation is often deemed useful in providing comfort to a community that the Police Department is operating at the highest level. He reviewed typical increased costs associated with accreditation and clarified that the figures provided contemplate designation of a civilian accreditation manager. After further discussion, Manager Martin reminded the Commission that this was a potential goal previously considered a matter for the City to pursue. The Commission has discussed accreditation in recent years and when Chief Lewis was appointed, the Manager advised Chief Lewis to pursue as soon as possible the prerequisite steps necessary for the department to be prepared to seriously consider accreditation. This prompted the Chief's efforts to address various identified deficiencies as noted in the report included in the agenda. Efforts

to make progress in policy reviews/updates, equipment needs, staffing levels, training requirements, facility needs and other considerations have been pursued with significant success. The Manager stated that additional related needs would be addressed in the upcoming budget process for consideration and more information would be provided as needed. Chief Lewis recognizes that accreditation costs money and is a voluntary process at this time, but he anticipates that this will be a mandatory process for law enforcement at some point. Mayor Petersen explained that it is time intensive and a full time position would need to be dedicated to it but in the event of one questionable incident occurring, the City will have recouped everything that had been invested in the program. She stated that there are a large number of reasons to take a good look at it. Manager Martin noted that of the many positives, a major value is managing the City's liability exposure through regular reviews of departmental compliance and policy adherence considerations. After further discussion, Chief Lewis then announced that an Open House of the recently improved Animal Services facility is scheduled from 10:00 a.m. - 2:00 p.m. on April 4, 2022.

## **2. City Rental Property Agreement Analysis**

As requested by members of the Commission, Manager Martin reviewed the analysis included in the agenda of each of the City's rental property and related agreements.

**a. Senior Citizen Building** – Manager Martin stated that a portion of this building is leased by Hope Hospice, the lease is not an unusual municipal arrangement based on his experience and is one that is operating at a deficit. Vice Mayor Thompson asked for clarification on the costs that were included in the figures provided. Manager Martin explained that he believed that all expenses other than insurance were included. Manager Martin clarified that in-kind labor included work orders that were done for public works staff maintenance activity and explained how the amount was determined. As mentioned during discussion, Manager Martin stated that he could further update the analysis for each of the applicable facilities with the full range of cost/revenue information on one sheet to simplify future review. Commissioner Gardner recalled that there was a previous renovation project for this building. Director Howell confirmed that U.S. Sugar contributed \$25,000 for the renovation effort. Commissioner Pittman asked if there was a way to job cost for every facility with the City's financial software program. Director Howell stated that it could be done but there would be a cost to update programs involved and a couple of more staff would likely be needed. Manager Martin confirmed the numbers in his report were actual hours and material costs not estimated; with average hourly rates for staff time involved. Director Howell clarified that the City does have a work order program which could generate some of the data but previously did not have the hardware or people in place to fully realize the benefits. Manager Martin recommended that we continue to have this facility for the senior citizen programs and expand on programs. He stated that he would like to do a little more analysis on the facility just to see what capital items might be coming up in the next five years and work it into our CIP. Commissioner Pittman stated that he would like to know how many people were utilizing the facility because of the age and condition of the building. He asked if another facility could be used for this program as some buildings are reaching a point when they will be costing more to maintain. Manager Martin stated that next steps could include a facility assessment for capital, add other relevant costs such as insurance and then update the

cost estimate and evaluate other factors such as number of users as suggested. Commissioner Gardner stated that she would like to review information on the senior programs such as the number of meals served and where they were delivered. Manager Martin stated that at this point, the facility is operating very similar to many of our recreational facilities in terms of revenue versus cost but he does feel the City's senior population is growing; and the City needs to have facilities available for this population group.

**b. Sikes Park Building and Property** – Manager Martin stated that this property is leased by Little Disciples Learning Center and child care type services are deemed as a public benefit. He added that the City needs to be cautious not to create an unfair environment; keeping it competitive for those private sector businesses which provide such services. The public sector sometimes has to nurture these services because they are inadequate in some smaller communities. To avoid criticism, he believes the City may need to get a better grasp on whether there is a shortage for this type of service. Mayor Petersen stated that she feels there is a need for child care services in the community. Manager Martin stated the Commission may want to consider selling the property if it is in the City's best interest and noted that, for residential purposes, the property could be divided into multiple lots. Commissioner Gardner reminded Manager Martin that the parks were given to the City. Manager Martin acknowledged the City would have to get permission to sell any properties that were deeded to the City with a reversion clause. He was not sure of the status of this property in that vein. He noted that the expenses had been minimal the last five years for this property, but that could change dramatically in future years because of the age of this building. Commissioner Gardner stated that she feels that we should comprehensively evaluate each of the City parks if we look at this one for development due to the fact that the City has a lot of green space and a lot of maintenance requirements on that green space. Commissioner Pittman mentioned that some of the City's parks could be downsized to make them convenient for younger aged children. Mayor Petersen stated that she feels we should be careful and should consider the strong potential possibility for immediate growth in the City as she feels the parks are going to be very important for the quality of life. She stated she still thinks the Commission should think about the need for a dog park. Manager Martin asked if the Commission had any thoughts as to whether they would want to approach the tenant to see if they would be interested in purchasing the property. If they are not interested, he doubted that anyone else would be interested. He clarified that the City's average annual cost of \$273.97 for materials and in-kind labor was only on the building, not the park and the tenants have use of the park but it is not an exclusive part of the lease. After further discussion, Ms. Sandra Hare expressed that she did not favor the City selling the Sikes Park property.

**c. Country Club Building** – Manager Martin stated this property is leased by the Clewiston Country Club. Even though this property lease and the history of the facility was the topic of a previous workshop discussion late last calendar year, he reviewed highlights of lease details with the Commission. After a discussion regarding the responsibilities for facility expenses, Manager Martin reviewed profit/loss information for the last four years that he recently received from the Country Club Board. Commissioner Gardner reported that the land was given to the City by U.S. Sugar Corporation and the Country Club built the building and then gave it to the City. Mayor Petersen mentioned that the City receives a lot of support

from U.S. Sugar to make sure that our citizens enjoy a quality of leisure. Manager Martin mentioned details of the roof replacement and the Country Club payment toward that upgrade. He also stated that since U.S. Sugar funded the painting of the facility last year, they have indicated an interest in the City staff getting some pricing to also do a refurbish of the interior of the pro shop and the country club buildings. Vice Mayor Thompson asked what the City should do moving forward. Manager Martin responded that there have been discussions about ways the golf course and Country Club could work together to be beneficial to both parties. There is an upcoming course fundraising tournament and some members of the advisory committee are approaching the Country Club to see what could be done to benefit that tournament as a trial event in terms of convenient food service. He stated that after evaluating the Country Club's profit/loss totals for the last four years, he felt it would be a challenge for them to withstand additional rental increases; but there may be other ways the City could potentially lower costs. Manager Martin stated that with the Country Club owning the restaurant equipment in the building kitchen, he believes it a big challenge to consider offering the building to other potential tenants without a plan on how the equipment issue would be addressed in any potential lease with another operator. He recommended that the City not seek proposals at this point particularly until that issue is sufficiently addressed. Commissioner Gardner noted that six restaurants have closed on US Highway 27. It was also noted that the Country Club has been the operator since the building was originally built and opened. Manager Martin stated that a re-draft of the lease agreement, was prepared after the last workshop discussion, but had not yet been provided to the Country Club. He explained that if the Country Club does not consent to the terms in the updated lease agreement, the City would have to give six months' notice of termination and then do a new lease or wait for the expiration of the current lease. Commissioner Gardner expressed that she feels the City should wait until a decision is made regarding the city attorney status before using a draft that was recommended and not yet implemented.

**d. Clewiston Performing Arts Center (CPAC) Building** – Manager Martin reported that without any rental income or formal lease on the CPAC building, this building like most of its non-revenue receiving buildings was operating at a deficit. He advised the City provides the utilities up to \$1,500 for the building. He also observed that there is some residual property owned by U.S. Sugar adjacent to and in the rear of the building site which, if the City is willing to consider, they have an interest in developing for infill residential use. He recommended that the City have the conversation with U.S. Sugar to determine the best course of action. If the entire site is not needed to continue use of the building then combining it with U.S. Sugar undeveloped lots could provide a very limited number of housing units to help meet demand and thereby generate some increased property value. Commissioner Gardner noted the tenant had installed some nice wood flooring in the CPAC building and that the building was originally donated to the City by the American Legion. Commissioner Pittman acknowledged that the City is always going to realize an operating deficit when job costing buildings utilized as recreation facilities because recreation is a service we provide. Commissioner Gardner stated that she feels because U.S. Sugar has been generous in helping us with projects and buildings, the City needs to know what they would like to see for the future. She noted there is an unimproved nearby right-of-way or alley that also needed to be looked at in combination with the development of the potential residential lots. Manager Martin mentioned that U.S. Sugar has indicated an interest in upgrading some

of the City facilities particularly parks and recreation sites. Commissioner Pittman reminded the Commission that these buildings are old and suggested that we continue to evaluate the buildings to see if some uses could be consolidated. Commissioner Gardner commented that the earlier suggested recreation advisory committee could have a role in suggesting ways to maximize use of recreational facilities.

**e. Clewiston Junior Football Association Buildings** – Manager Martin reported that the old and new “Cougar” buildings were utilized by the youth football league and were not part of a formal lease but there are some conditions of their use.

**f. Seacoast National Bank ATM & Drive-Thru Access Location** – Manager Martin reported that there was no expense to the City for the lease of this location in the parking lot of the police department.

**g. Hendry County Hospital Authority d/b/a Hendry Regional Medical Center Building** – Manager Martin reported that this building is located on hospital property and is currently used by the hospital. Despite the lease being silent on the matter, the hospital has traditionally been responsible for all maintenance and operating costs on the building. The Manager stated that he and the hospital’s director have only had a brief conversation regarding the facility. The Director agreed to review and provide feedback on any records they have on the facility. The Manager asked the Commission to think about whether the City should continue the current arrangement of leasing the building for \$1.00 to them on hospital authority real estate. He commented that a conveyance of the building to the authority could be negotiated as an intergovernmental transaction. Commissioner Gardner noted the building was moved to the hospital property from the City’s Civic Park for continued use by the Chamber of Commerce. Manager Martin confirmed the City pays the insurance coverage on the building as part of its blanket coverage policy. Commissioner Pittman stated that he would like a decision on what we want to do with the building before the insurance is renewed. Manager Martin stated that he will keep the Commission informed with the hospital’s thoughts as it is further discussed and if any further information is received.

**h. Forage Management, LLC Land Lease** – Manager Martin reported that 220.5 acres near the City’s Wastewater Treatment Plant has been leased to Forage Management, LLC for farming use and the renewal of this lease would be on the next meeting agenda for the Commission’s consideration. Vice Mayor Thompson asked if the renewal was going to be in the same name because Forage Management LLC was inactive on Sunbiz. Manager Martin stated that staff will check on the status and name of the leasing company.

**i. YMCA of Southwest Florida** – Manager Martin reported that the YMCA uses some of the City’s facilities to provide programs and have expressed an interest to provide a year round afterschool type program. Mayor Petersen expressed that she would like to see the City consider getting involved in running the summer camp programs again. Mrs. Kartrice Greaves came forward and asked if the City’s pool would be open this summer. Manager Martin’s response was that it would not be open this year as the health department will not allow its reopening without improvements. Manager Martin stated that we have had



expression of support for needed improvements of the pool and adjacent building from U.S. Sugar as it is named after C.S. Mott. He mentioned that the City is evaluating options for potentially meeting health department standards and operating the pool until a longer term replacement or rehabilitation project can be funded and pursued. He advised that the City would also be eligible to go after a FRDAP grant from the state once the grant for Trinidad Park for the new playground project is closed out. He added that he should have some numbers on options and costs to rehabilitate the pool facility in the near term.

**j. 205 West Ventura Avenue Building (former PD location)** – Manager Martin reported that included in the agenda information was a summary of an engineer’s preliminary assessment of this building which determined that it could be used for storage in its current condition and with any required renovations could be used for commercial use. The Manager reported that he has had a number of people express an interest in using it in different ways. He feels that with the street and utility infrastructure improvements the City is doing in the area and because of the parking that is needed in this area of town, it would not be wise to market it for sale if that were determined to be in the City’s best interest longer term. He suggested that the City consider potential usage for it and wait and determine a longer term course of action after the street and water improvements are complete and a broader scale city facilities analysis for this area is undertaken. It is an important consideration that the City has adjoining governmental properties with little potential to expand by acquiring other properties nearby. He also mentioned that Career Source was looking to relocate into a leased property within a year which would fit favorably with existing adjoining governmental uses and would be an alternative for the building as opposed to it sitting vacant as the City does have certain ongoing operating costs. Commissioner Gardner expressed concern with the condition of the roof based upon information previously shared in past years when the Police occupied the structure and that she recalled the City declared the building condemned when they applied for the grant to acquire the new police station. Manager Martin acknowledged the building likely would need repairs before certain commercial occupancies to meet applicable code requirements, but no assessment has been undertaken in terms of cost. Such an evaluation would address the condemnation question. He does not doubt, however, that the building did not meet the requirements of continued use as a public safety building. Commissioner Gardner concurred that the City should consider all options. Director Reese confirmed the building structurally would meet the code for business use and asked the Commission to keep in mind that if the building was sold, the entire parking lot would need to transfer with it based upon the zoning requirements for the existing building square footage. Commissioner Gardner asked if Manager Martin had a chance to look at the old museum building yet. Manager Martin stated that he had and there were a lot of paper records there. Director Howell noted that a lot of those records could be shredded. Commissioner Pittman asked if municipalities are required to keep paper records. Manager Martin shared that there is a retention schedule for each type of record that cities are required to follow. He noted that we do use laserfiche for records management. City Clerk Combass stated that she has raised the question whether certain original documents should be kept once they have been scanned into laserfiche. Manager Martin suggested the question be further researched with the state. Director Howell stated that staff had over the years significantly reduced the quantity of stored paper records. Commissioner Gardner stated that she feels historical documents especially regarding the founding of the City should be kept

and noted that we should be looking at celebrating the City's 100<sup>th</sup> anniversary that is coming up. Manager Martin concluded his review of the facilities reporting sharing his opinion that the report should be kept up to date so that it is a quick reference point for the future. Commissioner Pittman expressed that he does not feel any of the leases should have automatic renewals as a couple of them currently do.

As a public comment on a different topic, Mr. Pedro Diaz of 740 East Avenida del Rio who was present came forward and explained that he had a move in inspection for 413 W. Arcade Avenue today and was told by Code Enforcement Officer Debbie Clay that she was going to look into writing him a code violation for a sidewalk issue. He expressed his disappointment because the driveway was permitted and there are other driveways that were put in where the sidewalks were not put back. Mayor Petersen asked Mr. Diaz to provide the information and pictures to Manager Martin.

- 3. Facility Naming Policy Discussion** – Manager Martin reviewed his memo and commented on municipal trends regarding naming of facilities. He cited examples of recreational type facilities being named for a period of time in some cases based on a capital contribution for a particular facility. He advised that if the Commission would like to have a facility naming policy, such a provision should be available as an option. The other option would be up to the Commission as to what kind of contributions they feel rise to the level for naming rights. He also suggested the need to ensure that a plaque or sign with the building's name is placed on all buildings which are named. Commissioner Gardner stated that she feels the policy is a good idea. Manager Martin stated that if it is a consensus, he will come back with formal draft policy language for the Board's consideration at an upcoming meeting.
- 4. Code Enforcement Lien Report** – Manager Martin reviewed the agenda report with the Commission and mentioned that there has been good movement with some of the outstanding liens. Commissioner Gardner suggested the City send a letter demanding payment to the owners of the properties listed. Manager Martin stated that we have been looking at these liens on a case by case basis as previously recommended by the City Attorney. Code Enforcement Officer Clay reported that she expects the owner of 518 E. Sugarland Highway to soon apply for a lien reduction so that they could bring the property into compliance. Commissioner Gardner asked if the City has to renew the occupational licenses for those that have outstanding liens. Officer Clay stated that there is no ordinance that would allow the City to do that action. She reviewed how the outstanding lien on the commercial property at 725 E. El Paso started accumulating years ago by not getting the final a/c inspection to close the permit. Manager Martin stated that this case is not posing a public safety hazard and there may be a way to resolve it. He feels the City should not write off 100% but does not feel the City should or would likely ever get \$80,000. He is encouraged by the report that the process is going in the right direction and noted that there are always going to be some but we need to try to avoid the tens of thousands of dollars that are building up. Commissioner Gardner expressed that she agreed with Officer Clay's recommendation for 404 S. San Gabriel. Manager Martin stated that staff will follow up on all of these and keep the Commission apprised with periodic reporting on further progress.

Commissioner Pittman asked if an ordinance had yet been drafted to address hurricane shutters. Manager Martin stated that Officer Clay had a draft policy and agreed to provide it to the Commission and bring the matter to an upcoming workshop for discussion. Commissioner Gardner suggested that we look at the City of Cape Coral's ordinance regarding hurricane shutters as it was just revised.

Commissioner Gardner asked if the two properties on W. Haiti were getting cleaned up. Officer Clay explained that there was a change of ownership and she is seeing a change of behaviors.

Vice Mayor Thompson expressed his concern with commercial vehicles parking in residential areas. It was noted that code staff was aware of recent issues with this happening and was planning to discuss the matter with the Police Department. Officer Clay added that she felt the current ordinance regarding the use of certain streets by tractors, trucks and commercial vehicles should be reviewed to clarify the Commission intent of that ordinance.

5. **Congressional Appropriation Request for FY 2023 for WWTP Improvements & Expansion** – Manager Martin reported that he is working on the application for the congressional appropriation request for rehabilitation and expansion of the WWTP; a resolution supporting the application will be on the next agenda for consideration. He stated that he is going to be bold in his request as congressman Diaz-Balart recommended. He noted that the County is going to write a letter of support and we are reaching out to others for support.
6. **City Attorney Discussion** – Manager Martin reported that Attorney Dylan Brandenburg is representing the City under the current agreement with Brandenburg & Associates, and he has provided a proposal to continue those services as he has entered into an arrangement to partner with another long experienced attorney. A letter of interest was also received from a law firm in Boca Raton that specializes in municipal type experience and at least one other firm had been mentioned to the Manager as a possibility. He recommended that Dylan Brandenburg continue to be used for items that are still pending and welcomed feedback from the Commission on which direction they would like to go longer term. He stated that he would inquire, based upon Commission comments, the extent of municipal experience of the attorney partnering with Attorney Brandenburg and share the information and feedback received with the Commission. He then commented on the Request for Qualifications (RFQ) process. Commissioner Pittman expressed that he feels the City should issue an RFQ for due diligence and even entertain the possibility of having an on-staff attorney. He asked that we gather the information of what our legal costs have been for the last 2-3 years as part of the review process. Commissioner Gardner expressed that she feels it is important that the City have someone with municipal experience; the City needs a good municipal attorney for our future and should look at all options including Attorney Dylan Brandenburg and what he is offering.
7. **Upcoming April 18, 2022 Agenda Topics**
  - a. **WWTP Improvement & Expansion Project Congressional Appropriation 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**
8. **Firefighter Pension Board Appointment Update** – Manager Martin gave an update on outcomes of a staff meeting with the League of Cities representatives on next steps for the firefighter pension process. He explained that the Commission will need to appoint as soon as possible two members of a five member board and recommended they appoint Finance Director Shari Howell as one of the members. He stated the Fire Department had recently appointed two members which have to be pension recipients. He also stated the Commission appointee members will serve a four year term and must be and remain a city resident during their term. He noted the fifth member would be elected by the other four and the fifth member did not have to be a city resident. Commissioner Pittman suggested that we post the information on the City’s social media and website platforms to see if any residents are interested in serving. Commissioner Gardner suggested the audit selection committee members be considered. Manager Martin noted that the Florida League of Cities recommended against dual office holdings and stated that it is necessary that the Commission appointments be made at the April 18, 2022 Commission Meeting as it is important that the Pension Board be organized as soon as possible to meet established guidelines. He then clarified that 90% of the Board’s duty is oversight on the management of the funds by the Florida League of Cities who will be recommended to be the managing entity in like manner to other municipalities which utilize their services.

## **Adjournment**

No official action was taken on any item.

**Commissioner Pittman made a motion, seconded by Commissioner Gardner, to adjourn the workshop at 7:58 p.m. Vote 5 yeas, 0 nays**

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Kristine Petersen, Mayor

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Mary K. Combass, City Clerk



# PROCLAMATION

## NATIONAL DONATE LIFE MONTH 2022

**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS**, more than 106,500 men, women and children are currently on the national waiting list for organ transplantation, of which nearly 4,800 reside in Florida; and

**WHEREAS**, 41,354, a record number of transplants, occurred in the calendar year 2021 thanks to the generosity of 20,401 deceased and living donors, of which 2,795 transplant patients and 1,179 deceased and living donors were from Florida; and

**WHEREAS**, more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and

**WHEREAS**, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 10 minutes and each day roughly 20 people die due to the lack of available organs; and

**WHEREAS**, more than 11.8 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at [www.DonateLifeFlorida.org](http://www.DonateLifeFlorida.org) or on their driver license; and

**WHEREAS**, LifeLink of Florida, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives through organ and tissue donation.

**NOW, THEREFORE**, We, the City Commission of the City of Clewiston, Florida do hereby proclaim the month of April 2022 as **DONATE LIFE MONTH** in the City of Clewiston and encourage all residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting [www.DonateLifeFlorida.org](http://www.DonateLifeFlorida.org) or when renewing their driver license or state identification card.

**IN WITNESS WHEREOF**, I have set my hand on this the 18<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Kristine Petersen, Mayor

\_\_\_\_\_  
Mary K. Combass, City Clerk



# PROCLAMATION

## NATIONAL DAY OF PRAYER

**WHEREAS**, the National Day of Prayer was created in 1952 by a joint resolution of Congress and signed into law by President Harry S. Truman and, in 1988, the law was unanimously amended by both the House and the Senate and signed into law by President Ronald Reagan on Thursday, May 5, 1988, designating the first Thursday of May as a day of national prayer; and

**WHEREAS**, prayer brings people together and builds bridges between opposing persons and even political parties; and

**WHEREAS**, throughout the history of our state and nation, we have humbly prayed for guidance, comfort, and protection where needed, and have given thanks for our many blessings which God has graciously bestowed on this nation since its inception; and

**WHEREAS**, prayer has comforted us in times of sorrow, and given us strength and hope for the future. We ask God to keep His hand upon us and bless the great State of Florida and the United States of America; and

**WHEREAS**, we continue to give thanks for the men and women of the military that are defending our freedom and we humbly ask God for their protection. We pray for peace throughout the world; and

**WHEREAS**, 2022 marks the 71<sup>st</sup> anniversary of the consecutive annual observance of the National Day of Prayer: and,

**WHEREAS**, on May 5<sup>th</sup>, Americans will unite at specific times in prayer for our nation and state to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate repentance and renewal and to invoke God's blessings upon our leaders and ask God to protect and bless our nation;

**NOW, THEREFORE**, we, the Mayor and the City Commission of the City of Clewiston, Florida, do hereby pray for unity in America and extend greetings and best wishes to all observing May 5, 2022 as the *National Day of Prayer*.

\_\_\_\_\_  
Kristine Petersen, Mayor

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Mary K. Combass, City Clerk



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# PROCLAMATION

**Kids to Parks Day: Saturday, May 21, 2022**

**WHEREAS**, May 21<sup>st</sup>, 2022 is the twelfth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**WHEREAS**, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors.

**NOW THEREFORE**, we, the City Commission of the City of Clewiston, Florida, do hereby proclaim May 21<sup>st</sup>, 2022 as Kids to Parks Day in the City of Clewiston and encourage all of our residents to celebrate by taking the children in their lives to a neighborhood, city, state or national park.

**IN WITNESS WHEREOF**, I have set my hand on this the 18<sup>th</sup> day of April, 2022.

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Kristine Petersen, Mayor

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Mary K. Combass, City Clerk



# EVENT APPLICATION

## City of Clewiston

115 W. Ventura Ave.  
Clewiston, FL 33440

Telephone: (863) 983-1484  
Fax: (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

dba: Alan Jay Chrysler

Date of Event: 4-20-22		Applicant's Name: Clewiston Motor Co.		Event: off-site sale	
Mailing Address: 202 W Sugarland Hwy		City: Clewiston		State/Zip Code: FL 33440	
Telephone No. 863-983-4600		Email Address: david.garcia@alanjay.com		Fax No. 863-983-1904	
Representative to Contact: David Garcia			Telephone No: 863-228-0220		
Site/Facility for Event: Everglades Federal CU		Time Event Starts: 8:30 a.m. <input checked="" type="checkbox"/> p.m. <input checked="" type="checkbox"/>		Will Street be Closed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Estimated No. of Attendance:		Time Event Ends: 7:00 a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/>		Beginning Time: NA a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
				Ending Time: NA a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Description of Event: Motor vehicle sale					
Will Food be Served?		Will Alcohol be Served?*		Are Dumpsters Needed?	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Is Electricity Needed?		Minimum of (2) officers required* Officers x \$35/\$50 =		Mandatory Cleaning Fee (Determined by type of Event):	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		\$ NA		\$ NA	
Any other City Service/Equipment Needed? If Yes, explain: NA				City Supervisors Needed?	
				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
				Supervisors @\$20 per hour =	
				\$ NA	
The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.					

Applicant's Signature: <i>[Signature]</i>	Date: 4-12-22
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### Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
\$	\$	\$	\$	\$	\$	\$	\$

### Remarks:


Date submitted to the City:	Date considered by City:	Approved?
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### Remarks:




# FIRE SAFETY PERMIT APPLICATION

Title of Event: Tent Sale

Date(s) of Event: 4-20-22 - 4-23-22 Estimated Attendance: 20 per day

Times of Event: 8:30 to 7:00 Set-up: 4-19-22 Breakdown: 4-24-22

Event Location: 1019 W Ventura Ave. Clearwater FL 33440  
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

## SPECIFIC TYPE OF EVENT (Check all that apply):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Athletic Event | <input type="checkbox"/> Business Event                             | <input type="checkbox"/> Celebrations    | <input type="checkbox"/> Community Event  |
| <input type="checkbox"/> Concert/Band   | <input type="checkbox"/> Fair/Carnival                              | <input type="checkbox"/> Fireworks       | <input type="checkbox"/> Fundraiser       |
| <input type="checkbox"/> Grand Opening  | <input type="checkbox"/> Parade                                     | <input type="checkbox"/> Political Event | <input type="checkbox"/> Place of Worship |
| <input type="checkbox"/> Wedding        | <input checked="" type="checkbox"/> Other <u>Motor Vehicle Sale</u> |  |   |

Description of Event: Selling new & pre-owned vehicles with financing by Everglades Federal CU.

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

- Gas     Electric     Charcoal     Other: NA

Will any of the following event staging items be used?

- |   |                    |                              |
|---|--------------------|------------------------------|
| <input type="checkbox"/> Canopy(ies)        | Quantity: _____    | Sizes(s) LxWxH: _____        |
| <input type="checkbox"/> Stage(s)           | Quantity: _____    | Sizes(s) LxWxH: _____        |
| <input checked="" type="checkbox"/> Tent(s) | Quantity: <u>1</u> | Sizes(s) LxWxH: <u>40x40</u> |

Please attach:

- 1) Structural information, anchoring details, flame certificates, etc.
- 2) A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.

Producing Organization/Entity: Clearwater Motor Company - dba Alan Jay Chrysler

Contact Name: David Garcia

Phone: 863-228-0020

Emergency contact: David Garcia

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

## APPLICANT INFORMATION:

Name (Please Print): Clearwater Motor Co Signature: [Signature]

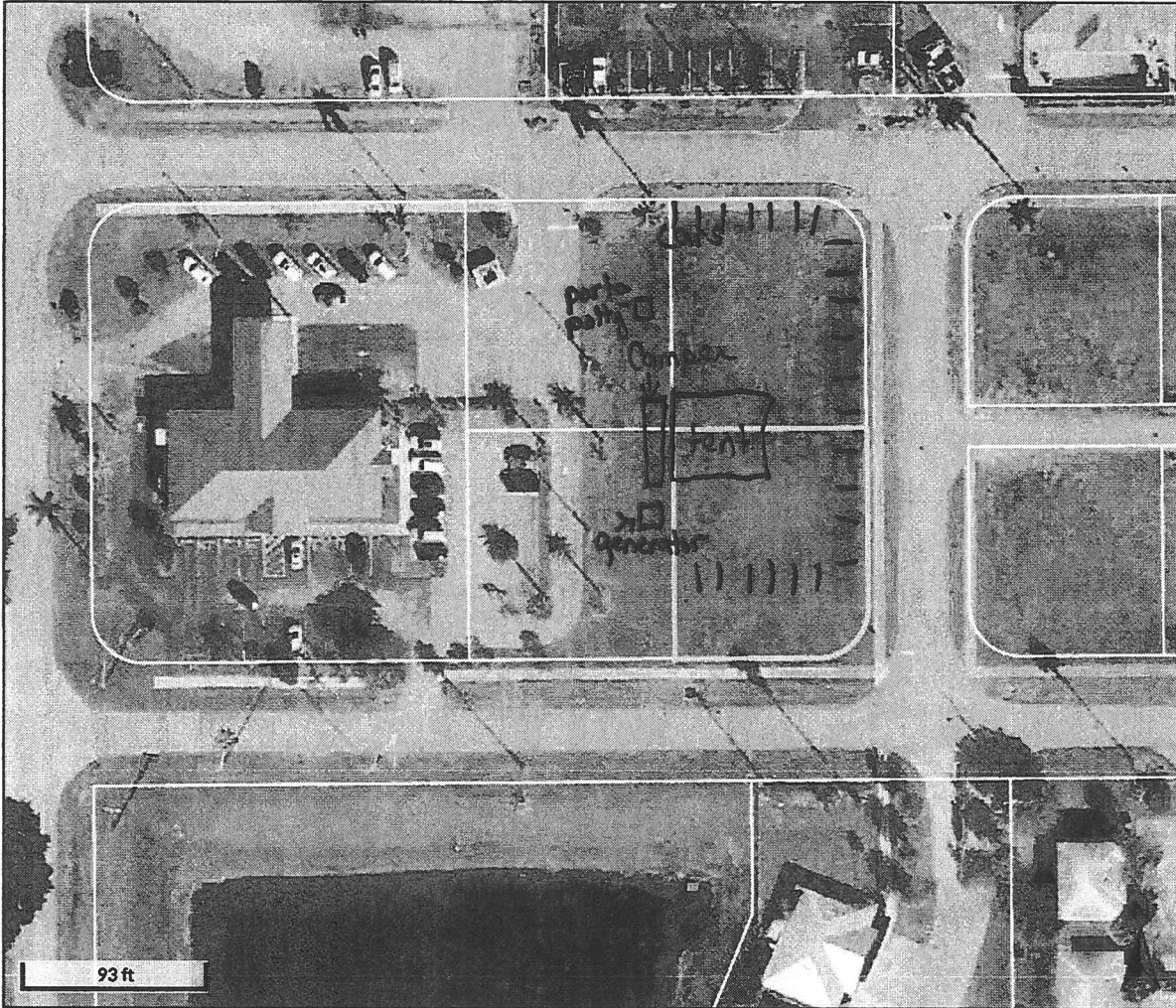
Mailing Address: 202 W Sugarland Hwy

Phone: 863-983-4600 Cell: 863-228-0020

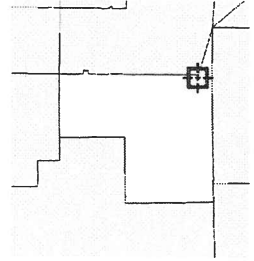
Email: david.garcia@alantajay.com



**Dena R. Pittman, CFA**  
 Hendry County Property Appraiser



**Overview**



**Legend**

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-
- Seven K Estates
- Wheeler Road
- Parcels
- County Outlines
- <all other values>
- Hendry

<b>Parcel ID</b>	3 34 43 02 210 000E-004.0	<b>Prop ID</b>	34786	<b>Owner Address</b>	HILLIARD JOE MARLIN & BARBARA J
<b>Sec/Twp/Rng</b>	02-43-34	<b>Class</b>	1000 - VACANT COMMERCIAL		5500 FLAGHOLE RD
<b>Property Address</b>	1019 W VENTURA AVE	<b>Acreage</b>	0.24		CLEWISTON, FL 33440
	CLEWISTON				
<b>District</b>	3				
<b>Brief Tax Description</b>	MERCHANT SQUARE S/D BLK E LOT 4				
	(Note: Not to be used on legal documents)				

Date created: 4/12/2022  
 Last Data Uploaded: 4/11/2022 10:30:09 PM

Developed by Schneider  
 GEOSPATIAL

**SPECIAL EVENT PERMIT  
HOLD HARMLESS AGREEMENT**

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to \_\_\_\_\_

Alan Jay Off-Site Sale to be held on 4-20-22 - 4-23-22.  
(Name of Event) (Date of Event)

Clewiston Motor Company dba Alan Jay CORP  
Name of sponsoring Individual(s) or Organization/Group

202 W Sugarland Hwy Clewiston FL 33440  
Address

C 863-228-0020  
Phone No. (include Area Code)

david.garcia@alanjay.com  
Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

**AUTHORIZED REPRESENTATIVE**

*(To be completed by individuals representing an Organization or Group)*

I, David Garcia, warrant that I have authority to bind Clewiston Motor Co.  
(Name of individual) (Name of Organization/Group)

\_\_\_\_\_ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

[Signature]  
Signature

4-12-22  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Minors:** (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

\_\_\_\_\_  
(Print Name of Parent/Legal Guardian)

[Signature]  
Signature

4-12-22  
Date

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**CONSENT AGENDA ITEM REPORT G**  
**Commission Meeting Date: April 18, 2022**

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**Subject: Resolution No. 2022-019**

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1. **Background/History:** Resolution No. 2022-019 approves the Software-As-a-Service Terms of Service Agreement between Kommander Software, LLC and the Clewiston Police Department for the use of the Software-as-a-Service (SaaS), off-duty/extra-duty detail management solution. This software will modernize the current paper-based system, allow the officer to sign-up via phone app, allow the end user to pay online, and increase tracking capabilities and accountability.
2. **Financial Impact:** None
3. **Attachments:**
  - a. Resolution No. 2022-019
  - b. Software –As-a-Service Terms of Service Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-019.

**RESOLUTION NO. 2022-019**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE SOFTWARE-AS-A-SERVICE TERMS OF SERVICE AGREEMENT BETWEEN KOMMANDER SOFTWARE, LLC AND THE CITY OF CLEWISTON POLICE DEPARTMENT REGARDING THE USE OF DETAIL KOMMANDER, A SOFTWARE-AS-A-SERVICE, OFF-DUTY DETAIL MANAGEMENT SOLUTION.**

**WHEREAS,** Kommander Software, LLC develops, manages and provides Detail Kommander, a Software-as-a-Service ("SaaS"), off-duty (extra-duty) detail management solution; and

**WHEREAS,** the Clewiston Police Department desires to utilize the Detail Kommander software to modernize its current paper-based system to increase tracking capabilities and accountability; and

**WHEREAS,** the Clewiston Police Department understands the terms of the service agreement as described in the attached Software-As-a-Service Terms of Service Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF CLEWISTON, FLORIDA, THAT:**

**SECTION 1.** The attached Software-As-a-Service Terms of Service Agreement is hereby approved.

**SECTION 2.** The Police Chief is hereby authorized and directed to sign the attached Software-As-a-Service Terms of Service Agreement.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

## Software-As-a-Service Terms of Service Agreement

This Software as a Service Terms of Service Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2022 (the "Effective Date") between **Kommander Software, LLC**, a Florida Limited Liability Company with a principal location at 2271 E. Steven Street, Inverness, Florida 34453 (the "**Provider**") and the **Clewiston Police Department**, a law enforcement or public safety agency with a principal location at 300 S. Berner Road, Clewiston, FL 33440 (the "**Agency**"). Provider and Agency are also referred to individually as a "Party" and collectively as the "Parties."

### Background

- A. The Provider develops, manages and provides Detail Kommander, a Software-as-a-Service ("SaaS"), off-duty (extra-duty) detail management solution.
- B. This Agreement provides for the terms and conditions under which the Agency will utilize Detail Kommander.

Accordingly, the Parties agree as follows:

#### 1. **Definitions.** Each of the following terms has the meaning assigned to it:

- 1.1. "Account" means the information Agency has provided about itself, including, but not limited to the Agency configuration, Setup Documents, and the Service agreed to at the time of enrollment and accepted by the Provider.
- 1.2. "Affiliate" means any parent or subsidiary agency of the Agency or other business or government entity controlling, controlled by, or under common control with Agency, which agrees in writing to be bound by all the obligations of the Agency.
- 1.3. "Agency User" means any user employed by the Agency (including Agency volunteer personnel).
- 1.4. "Authorized Users" means the number of identifiable unique persons consisting of Agency's personnel.
- 1.5. "Employer" (also referred to as "Business User") means any individual business representative or individual citizen who needs or desires to hire one or more off-duty law enforcement officers, firefighters, EMS personnel or other public safety officials or personnel.

- 1.6.** “End User” means either an Agency User or an Employer/Business User.
- 1.7.** “End-User Data” means the information of any End User that is processed, stored, or transmitted by, in, or through the Services, including, without limitation, personal information from which the identity of such person is apparent or can reasonably be determined.
- 1.8.** “Internet Data Centers” means any of the facilities owned or controlled by the Provider and used by Agency to provide the Services. These facilities house the Provider Technology used for the provision of Services.
- 1.9.** “Proprietary Rights” means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.
- 1.10.** “Provider Technology” means the computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and service the Services via the Website.
- 1.11.** “Purchase Order” means a document that incorporates the terms of this Agreement either (i) in written form if mutually agreed upon and duly executed by the Parties; or (ii) by email if the email is transmitted and received between an e-mail address previously designated by the Parties for the purpose of Purchase Orders and the e-mail consists of at least one message from each Party that indicates complete agreement on all terms described in the email and the intention to be bound by such terms. In order for a Purchase Order to be binding, it must comply with the above requirements.
- 1.12.** “Services” means the services provided to Agency by the Software and/or described and specified on the applicable Purchase Order (if a Purchase Order is used) and any updates or upgrades to such services which may be generally released by Provider to all customers from time to time.
- 1.13.** “Setup Documents” means all information Provider requests to set up the Service.
- 1.14.** “Software” means the Detail Kommander software application.

1.15. "Website" means Provider's website at [www.DetailKommander.com](http://www.DetailKommander.com), [www.KommanderSoftware.com](http://www.KommanderSoftware.com) and any associated sub-domains.

2. **Use Restrictions.** Agency covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, the Agency shall not, nor shall it permit, or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source code of any part of the Provider Technology; or (iv) to access, alter, or destroy any information of any End User by any fraudulent means or device, or attempt to do so.
3. **Client (Agency) End-User Data.** End User Data submitted to the Software, whether posted by the Agency or by the Agency's Users, will remain the sole property of the Agency or such Agency Users to the full extent provided by law.
  - 3.1. The Agency shall own all End User Data stored on Provider's Software, with no transfer, conveyance, assignment or sharing of data ownership to/with Provider. In the event this Agreement is terminated, Agency will notify Provider when Agency's online access to their End User Data is no longer required, within one year following Agreement termination. When Agency elects to utilize the Software's electronic payment platform, certain business and user identification data is shared with financial providers to accomplish electronic financial transactions. All such transactions comply with industry accepted secure financial banking and merchant processing standards.
  - 3.2. Limited License to Agency End User Data. Subject to the terms and conditions of this Agreement, Agency grants to Provider a non-exclusive license to use, copy, store, transmit and display Agency End User Data to the extent reasonably necessary to provide and maintain the Services.
4. **Security.** Agency shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the internet. Provider shall implement reasonable security procedures consistent with industry standards to protect End-User Data from unauthorized access, including, without limitation, maintaining a security program with an identified security official, security policies, access controls, firewalls, wireless and mobile device and storage security, virus scanning/protection software, anti-malware software, encryption of data on disk and in transit and storage including SSL certificates of 256-bit strength or greater (the "Security Standard"). Provided that the Provider is in compliance with the Security Standard, the Parties agree



that Provider will not, under any circumstances, be held responsible or liable for situations (i) where data or transmission are accessed by third parties by illegal means, or (ii) where the data or transmission are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Agency any unauthorized access to End-User Data promptly upon discovery by Provider, and Provider will use diligent effort to promptly remedy any breach of security that permitted such unauthorized access.

**5. Internet Data Centers.** The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards and will be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards and to ensure the quickest possible recovery of Services in the unlikely event of an outage.

**6. Monitoring of Agency's Use.** The Provider reserves the right to internally monitor Agency's usage of the Website and Services to provide data for the purpose of troubleshooting, improving, increasing or decreasing software features, performance, design and/or support.

**7. Fees.**

**7.1.** Provider generates revenue by the application of a service fee associated with each off-duty event invoiced to and paid by an Employer. The service fee is added to the total invoice amount for the event.

**7.2.** The service fee amount (percentage) will be 6.0% for events paid by ACH/eCheck, 7.0% for events paid by Credit/Debit Card, and 8.0% for events paid Manually (check/cash) and may be modified in the future upon written agreement by Provider and Agency.

**7.3.** At the discretion of the Agency, the service fee for manual payment events may be waived for up to one year from the Effective Date of this Agreement for specific Employers who cannot or will not initially participate in the electronic payment process. To implement a fee waiver, the Agency will notify Provider of any Employer(s) requiring a manual payment fee waiver, and Provider will adjust the Software fee settings for the Employer(s). Prior to the end of the one year fee waiver period, Provider will work with Agency and Employer(s) to assist Employer(s) with a transition to the electronic payment process or to a manual payment service fee. Provider will notify Agency prior to reinstating the service fee for any Employers participating in the manual payment fee waiver program.

- 7.4. Provider will fund/absorb transaction costs associated with merchant processing, ACH direct deposit transactions, application hosting services, upgrades and third party application or support fees. Agencies and Officers will receive 100% of their off-duty detail fees/rates, with no surcharges or deductions applied for electronic financial processing. This section does not apply to any fees or charges initiated by a user's own bank or credit card, which is outside the responsibility or control of the Provider.
- 7.5. In the event an Employer/Business disputes the cost/charge for services provided by the Agency and/or the Agency's personnel, such dispute is between the Employer/Business and the Agency, and not the Provider. In the case of a refund to the Employer/Business, whether it be through electronic (such as a credit card or electronic banking charge dispute) or other means, the Agency and/or the Agency's personnel will be responsible for the refund amount and any associated processing fees. The Provider will not be expected to cover the cost of any refund of payments for services to the Employer/Business. If the Provider uses its own funds to temporarily and successfully resolve the refund as a courtesy to the Agency, the Agency agrees to remit such funds to the Provider, if requested by Provider.
- 7.6. The Agency shall pay fees associated with setup and configuration of the Services and Agency User training on the Software. These fees, if applicable, will be identified and agreed upon in writing by both Parties and will be included on the written Proposal and in the Purchase Order, if a Purchase Order is used. The Agency will not be responsible for any fees not included in the written Proposal or Purchase Order, or any fees that are waived or discounted by the Provider in the written proposal. The Agency will pay Provider in accordance with the Purchase Order, or the written Proposal in the absence of a Purchase Order.
- 7.7. The Website allows for the electronic payment of fees and also provides for an optional manual payment and collection process. In the event that an Agency uses the manual payment and collection process in its management of off-duty events, the Agency shall remit to the Provider any service fees that are included in the invoice. The Agency may collect the fees from the Employer as a pass-through fee, however, the Agency acknowledges and agrees that it is responsible for the payment of any such service fees regardless of whether the Agency has successfully collected the fees from the Employer/Business User.
- 8. Suspension of Service.** If the Agency does not use the application for a prolonged period as determined in the sole discretion of the Provider, the Provider reserves the right to suspend Services. During a suspension of Service, Agency will continue to have access to its data/history via the Provider, and

Provider will assist Agency with obtaining any export of Agency data as needed. Agency retains ownership of its data. Provider will provide at least 30 days advance written notification to the Agency prior to suspension of Services.

- 9. Technical Support, Training, and Support Services.** During the term hereof, and following any initial setup, configuration and Agency User training, the Provider will provide technical support in the form of responses to questions by email, online help tools or telephone at no charge. There is no ongoing maintenance agreement cost to the Agency.

## **10. Acceptable Usage**

**10.1.** The Provider may, at its sole discretion, define what is and is not acceptable usage but, in general, acceptable usage is defined as honest, legal, and prudent business practices.

**10.2.** Provider may immediately terminate the Service if Agency is deemed to be in violation of acceptable use and no refund or payment to Agency will be given.

- 11. Proprietary Rights Ownership.** Ownership of the Proprietary Rights embodied in the Website, Services, and Provider Technology will remain exclusively vested in and be the sole and exclusive property of the Provider. The www.DetailKommander.com and www.KommanderSoftware.com domain names, sub-domains, white-labeled DetailKommander agency subdomains, product names, and logos associated with the Services are trademarks of the Provider, and no right or license is granted to use them without approval of Provider.

**11.1. Restrictions on Use of the Software and Services.** Agency may not alter, resell or sublicense the Software or provide it as a service bureau. Agency agrees not to reverse engineer the Services, Software or other technology used to provide the Services. Agency will not use or access the Software to (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Software, (iii) make derivative works based upon the Service or (iv) copy any features, functions or graphics of the Software. Agency will not “frame” or “mirror” the Software or Service. Use, resale or exploitation of the Software or Service except as expressly permitted in the Agreement is prohibited.

- 12. Mutual Exchange of Confidential Information.** The Parties anticipate that each may disclose confidential information to the other. Accordingly, the Parties desire to establish in this Section terms governing the use and protection of certain information one Party (“Discloser”) may disclose to the other (“Recipient”).

- 12.1. Confidential Information.** For purposes of this Agreement, “Confidential Information” means (i) the terms and conditions of this Agreement, (ii) non-public aspects of the Provider’s Website and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider’s business and technical information, and data, (iii) End-User Data, and non-public aspects of the Provider’s Technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by a Discloser or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.
- 12.2. Restrictions on Use and Disclosure.** Recipient may use Confidential Information of Discloser only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but, in any case, using no less than a reasonable amount of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.
- 12.3. Exclusions.** The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to information that (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes, publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Discloser; (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the Discloser. The Recipient may disclose Confidential Information of Discloser pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient give Discloser written notice thereof as soon as practicable and reasonably cooperates with the Discloser to contest such disclosure. Provider acknowledges that the Agency may be subject to the applicable public records law(s) and/or confidentiality law(s) within their state and agrees that the Agency will comply with public records requests pursuant to the laws of their state.

### **13. Agency Representations and Warranties**

**13.1.** Agency represents and warrants that (i) the performance of its obligations and use of the Services (by Agency and its Authorized Users) will not violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other Provider customers of Provider Services.

**13.2.** Agency acknowledges that (i) Provider does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Agency will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

**13.3.** In the event of any breach by the Agency of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to immediately suspend any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Agency and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, the Provider will promptly restore the Services.

**14. Provider Representations and Warranties.** Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Agency will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between Provider and third parties. In the event of a breach by the Provider of the foregoing warranties, Agency's sole remedy is termination of this Agreement.

**15. Limited Warranty.** Provider represents and warrants that the Services will: (i) conform in all material operational features as described in the applicable Purchase Order, and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Agency notifies Provider of any non-conformity, error, or defect. Provider's sole and exclusive remedy for breach of this Limited Warranty will be the prompt correction of non-conforming Services at Provider's expense.

**16. Warranty Disclaimers.** THE SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE. EXCEPT FOR THE LIMITED WARRANTY AND THE SERVICE LEVEL AGREEMENT PROVIDED ABOVE, NEITHER PROVIDER NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OR ANY KIND, EXPRESS OR IMPLIED, AND PROVIDER AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE

IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY. AGENCY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICES, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES OR WEBSITE WILL MEET AGENCY'S REQUIREMENTS, THAT THE SERVICES OR THE WEBSITE WILL OPERATE IN THE COMBINATIONS WHICH THE AGENCY MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE. FURTHERMORE, AGENCY ACKNOWLEDGES AND AGREES THAT PROVIDER HAS NO CONTROL OVER THE INTERNET AND THAT PROVIDER IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

**17. DISCLAIMER OF ACTIONS OF THIRD PARTIES.** Provider does not and cannot control the flow of data to or from Provider's Technology and other portions of the internet. Such flow of data depends on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Agency's connections to the internet (or portions thereof). Although Provider will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Provider cannot guarantee that such events will not occur. PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

**18. Disclaimer of Incidental and Consequential Damages.** EXCEPT FOR ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY AND/OR ITS END USERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR, IN ANY WAY, CONNECTED WITH THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THE WEBSITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S END USERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**19. Liability Cap.** Except for Provider's confidentiality obligations, Provider's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort, or warranty, or otherwise, will not exceed the total of any set-up, training and configuration fees paid by the Agency to the Provider.

## **20. Online Policies.**

**20.1. Terms of Use.** Agency Users shall comply with the Terms of Use ("Terms") posted on the Website. In the event of an Agency User's material breach of the Terms, including without limitation any copyright infringement, Provider may suspend or terminate Agency User's access to the Service in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the Terms requires that Provider take any action against Agency User or any other customer for violating the Terms, but Provider is free to take any such action it deems appropriate. Provider will provide written notice to Agency prior to taking any suspension or termination action on or related to any Agency User(s), and will allow Agency and/or Agency User(s) a reasonable opportunity to cure.

**20.2. Privacy Policy.** The Privacy Policy posted on the Website applies only to the Service and does not apply to any other third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

## **21. Indemnification**

**21.1.** Agency agrees to indemnify and hold Provider, including its agents, affiliated companies, subsidiary companies, employees, contractors, directors, officers, owners, shareholders and anyone else involved in creating or providing the Service, harmless from and against any and all claims, causes of actions, liabilities, costs, losses, fines, penalties, damages, and expenses, including reasonable attorneys' fees, arising from or related to (i) a breach of Agency's obligations under this Agreement, including the representations and warranties contained herein; (ii) any claim that the Agency's marketing methods infringes upon any rights of a third party, and (iii) any claim that Agency's performance under this Agreement violates any law, statute, or regulation. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the Agency's liability as set forth in Section 768.28, Florida Statutes, or to extend the Agency's liability beyond the limits established in said Section 768.28.

**21.2.** Provider reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Agency, in which event the Agency shall cooperate in asserting any available defenses.

## **22. Term and Termination**

**22.1. Term.** This Agreement will commence on the Effective Date and will continue for as long as the Agency continues to use the Software to manage its off-duty/extra-duty detail program or is terminated by either Party. The Agency may discontinue use of the Software at any time without penalty.

**22.2. Termination for Convenience.** Either Party may terminate this Agreement for any reason or no reason by giving thirty days written notice.

**22.3. Termination for Cause.** Provider may immediately terminate Service if Agency is deemed to be in violation of acceptable usage or any other material breach of this Agreement.

**22.4. Effects of Termination.** The following provisions will survive termination of this Agreement: (i) any obligation of Agency to pay for Service rendered before termination; and (ii) any provisions of this Agreement that must survive termination to fulfill its essential purpose.

## **23. Miscellaneous**

**23.1. Severability.** If any part of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision will be deemed to be construed as so limited.

**23.2. Binding Effect.** The covenants and conditions in this Agreement will apply to and bind the Parties and the heirs, legal representatives, successors, and permitted assigns of the Parties.

**23.3. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.



This Agreement may be modified in writing and must be signed by both the Agency and the Provider.

- 23.4. Governing Law.** This Agreement and the rights and obligations of the Parties under it are governed by and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts of law.
- 23.5. Dispute Resolution.** All disputes will be resolved by binding arbitration under the rules of the American Arbitration Association (“AAA”) with each side bearing its own costs.
- 23.6. Venue and Jurisdiction.** The Parties are required by the terms of this Agreement to resolve claims through binding arbitration. Nonetheless, if suit is to be entered, the Parties agree to jurisdiction in Florida’s Ninth Judicial Circuit sitting in Orlando, Florida, or the Orange County, Florida Court as appropriate. Similarly, if jurisdiction lies in the Federal Court, the complaint will be filed in the United States District Court for the Middle District of Florida. Each Party waives the right to institute or maintain any suit, action, or proceeding in any other court or forum. Each Party, by executing this Agreement, consents and submits to the personal jurisdiction of such Court.
- 23.7. Attorneys’ Fees.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing Party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate court, in which the matter is tried, heard, or decided.
- 23.8. Captions.** The captions used in this Agreement are for the convenience of the Parties only and will not be interpreted to enlarge, contract, or alter the terms or provisions of this Agreement.
- 23.9. Gender.** Wherever appropriate, any reference herein to the singular includes the plural, any reference to the masculine includes the feminine, and any reference to “it” includes “his” or “her,” or vice versa, as the case may be.
- 23.10. Piggy-Back Agreements.** In an effort to help public entities control costs by preventing duplicative efforts, for the term of this Agreement and any mutually agreed extensions between the Parties, at the option of Provider, any other municipal, town, county, state, law enforcement, public safety or other government agency may use this Agreement to enter into their own Agreement at the same price and pricing structure offered by Provider.

**23.11. Force Majeure.** Provider will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation beyond its control.

**23.12. Notice.** Any notice required or otherwise given pursuant to this Agreement will be given in writing and will be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.

**23.13. No Waiver.** The failure of either Party to enforce any provision of this Agreement will not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**23.14. No Construction Against Drafter.** The Parties are sophisticated and have been represented (or have had the opportunity to be represented) by their separate attorneys throughout the transactions anticipated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the Parties do not intend that the presumption of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument executed in connection herewith, and therefore waives their effects.

**23.15. Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. A facsimile or scanned signature will have the same legal effect as an original signature.

[This section intentionally left blank.]

THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THEY WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, THEY UNDERSTAND THEIR RIGHTS AND OBLIGATIONS UNDER IT, AND THEY SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

**KOMMANDER SOFTWARE, LLC**

**CLEWISTON POLICE DEPARTMENT**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**William J. Kicklighter, CEO**

\_\_\_\_\_

Printed Name and Title

Printed Name and Title

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**CONSENT AGENDA ITEM REPORT H**  
**Commission Meeting Date: April 18, 2022**

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**Subject: Resolution No. 2022-020**

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1. **Background/History:** Resolution No. 2022-020 approves the United Way ReUnite Program Memorandum of Understanding.

The ReUnite Program is a community-based collaborative program currently offered in Lee, Hendry and Glades Counties. The goal of this program is to aid first responders in search and rescue operations for at-risk individuals with cognitive and/or behavioral disorders who may be prone to wandering or getting lost. Participants are registered in the cost-free program and provided a DOJ grant-funded DNA scent kit. The kit, which stays with the at-risk individual, can be used for up to ten years for canine scent detection, which could aid in the quick recovery where seconds count.

2. **Financial Impact:** None
3. **Attachments:**
  - a. Resolution No. 2022-020
  - b. Memorandum of Understanding
  - c. ReUnite Program Informational Handout
  - d. ReUnite Program Participant Application Example
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-020.

**RESOLUTION NO. 2022-020**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED WAY OF LEE, HENDRY AND GLADES AND THE CITY OF CLEWISTON POLICE DEPARTMENT REGARDING THE PARTICIPATION IN THE UNITED WAY REUNITE PROGRAM.**

**WHEREAS**, the ReUnite Program is a community-based collaborative program between the Lee County Sheriff's Office, Hendry County Sheriff's Office, Glades County Sheriff's Office and the United Way, a non-profit organization that is dedicated to improving the quality of life in our community; and

**WHEREAS**, the goal of the ReUnite Program is to aid first responders in search and rescue operations for at-risk individuals with cognitive and/or behavioral disorders who may be prone to wandering or getting lost; and

**WHEREAS**, the Clewiston Police Department wishes to participate and understands the terms of the Memorandum of Understanding Between the United Way of Lee, Hendry and Glades and the Clewiston Police Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF CLEWISTON, FLORIDA, THAT:**

**SECTION 1.** The attached Memorandum of Understanding Between the United Way of Lee, Hendry and Glades and the Clewiston Police Department is hereby approved.

**SECTION 2.** The Police Chief is hereby authorized and directed to sign the attached Memorandum of Understanding.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED WAY OF LEE, HENDRY AND GLADES  
AND  
THE CLEWISTON POLICE  
DEPARTMENT

**THIS MEMORANDUM OF UNDERSTANDING** , (hereinafter the " Agreement" ) , is made and entered into by and between **the United Way of Lee, Hendry and Glades**, (hereinafter referred to as " UWLHG") and **Chief Thomas Lewis in his official capacity as the Chief in and for the City of Clewiston and the Clewiston Police Department**, (hereinafter referred to as "CPD"). Each may individually and collectively refer to as "Party" or "Parties";

**WHEREAS** The United Way of Lee, Hendry and Glades is a volunteer organization dedicated to improving the quality of life for all people in our community. In partnering with CPD, for the ReUnite grant to further that mission.

**WHEREAS** CPD's mission in serving the people of Clewiston, the Clewiston Police Department strives to reduce crime and provide a safe city by:

- Recognizing that the goal of the Clewiston Police Department is to help people and provide assistance whenever possible;
- Providing preventive, investigative, and enforcement services;
- Improving citizens' perceptions of public safety;
- Recognizing that the Clewiston Police Department must work in tandem with the rest of the criminal justice system and the community.

In achieving this mission, the officers of the Clewiston Police Department will conduct themselves in an ethical manner. Clewiston Police Department will:

- Respect and protect the rights of citizens as determined by the law in Clewiston, Florida;
- Treat citizens and their fellow employees courteously and with the same amount of dignity with which they expect to be treated themselves;
- Be examples of honesty and integrity in their professional and personal lives, thereby earning the public trust;
- Perform their duties with the knowledge that protection of the lives and property of all citizens is their primary duty;
- Comply with the spirit and letter of the Code of Conduct.

The Clewiston Police Department is dedicated to providing the highest quality law enforcement possible.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, UWLHG and CPD hereby agree as follows:

- I. UWLHG shall:
  - a. Manage DOJ ReUnite grant and program.
  - b. Design, manage, staff, and operate programs, events, and functions.
  - c. Assist in training CPD program volunteers.
  - d. Develop marketing materials.
2. CPD shall:
  - a. Provide a CPD liaison to facilitate communication between CPD and UWLHG.
  - b. Provide support staffing in the areas of programs and administration as available.
  - c. Provide access to CPD volunteers for attendance and staffing at programs, events, and functions
3. UWLHG shall indemnify and hold harmless Chief Thomas Lewis, CPD, and its employees, volunteers, and agents of and from any and all claims (direct and derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to CPD's performance, nonperformance, action(s), and/or failure(s) to act related to any duty or obligation imposed upon CPD pursuant to this Agreement.
4. This Agreement is subject to automatic renewal in one (1) year increments. Notwithstanding, either party may terminate this Agreement, with or without cause, upon twenty (20) days written notice to the other party.
5. Nothing herein contained is intended, nor shall be construed as a waiver of limitations of liability, and other defenses provided by sovereign immunity, and the strict financial limitations set forth in Florida Statute 768.28 by either party. The limitations shall be applicable to all claims against CPD, including those sounding in contract, tort, and negligence.
6. Nothing in this Agreement is intended to, nor shall be construed to be a guarantee, warranty, or assurance of any information provided by CPD.
7. Nothing herein is intended, nor shall be construed as creating any rights, claims, duties, or obligations as regards any person or entity not a signatory to this Agreement.
8. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing CPD to exercise control or

direction over the manner or method by which UWLHGO performs hereunder. CPD shall neither have nor exercise any control or direction over the methods by which UWLHGO shall perform its work and functions other than as provided in the Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between the parties.

9. This Agreement shall be interpreted in accordance with Florida law without regard to conflict of laws. The exclusive venue of any dispute arising out of this Agreement shall be in Hendry County, Florida.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers.

**United Way of Lee, Hendry and Glades**

---

Signature Authorized Representative

Title

Date

**Clewiston Police Department**

---

Signature Authorized Representative

Title

Date



# REUNITE

A UNITED WAY COLLABORATIVE



The ReUnite Program is a community-based collaborative program between the Lee County Sheriff's Office, Hendry County Sheriff's Office, Glades County Sheriff's Office, and the United Way, a non-profit organization that is dedicated to improving the quality of life in our community.

When an individual goes missing, whether it is a child or an endangered adult, the single most important factor is time. Each passing minute makes finding the person more difficult, bringing additional pain and concern to loved ones. ReUnite has the ability to reduce search time. A caregiver completes a registration form that includes: vital physical details, the person's profile and a recent photograph. A ReUnite member is easily identified by our local law enforcement on their computers, which is available in every squad car. Information is accessible to law enforcement in seconds rather than the minutes it takes to gather information after an elopement has occurred.

ReUnite is a multi-layered approach, using both the latest technology, as well as the oldest practices that have proven to be most effective. GPS, drones and helicopters equipped with "Forward-Looking Infrared (FLIR)" cameras may be employed during a search. FLIR cameras are thermographic and sense heat sources from great distances. Simultaneously, on the ground, a team of highly-trained bloodhounds utilize Scent Evidence K9 pads, already containing the missing individual's scent, to begin tracking. Bloodhounds supplied to the Lee County Sheriff's Office by the Jimmy Ryce Center are specifically trained to track over great distances. These remarkable Bloodhounds can follow a trail left days in the past. The goal of this program is to fully assist first responders in search and rescue operations for at-risk individuals with cognitive and/or behavioral disorders who may be prone to wandering or getting lost. The program is FREE.

ReUnite is inclusive of Scent Evidence K9 kits, Bloodhounds and technology. By registering those at high risk we are able to reduce the time to search in comparison to programs that provide a singular process. Please view the ReUnite informational video at <https://www.unitedwaylee.org/reunite> , K9 scent information <https://youtu.be/OCogvDZlu8M> and <https://scentevidencek9.com/>

For more information on ReUnite, please email [ReUnite@unitedwaylee.org](mailto:ReUnite@unitedwaylee.org) or call 239-433-7584



# REUNITE



A UNITED WAY COLLABORATIVE



United Way's ReUnite program is currently offered in Lee, Hendry and Glades Counties. Individuals whose primary residency is outside of the three-county area **may be eligible to receive a scent kit but, will not be entered into the Lee, Hendry, or Glades County emergency databases.** Individuals outside of the above mentioned counties should contact their local law enforcement for search and rescue resources available to them.

The ReUnite Program is a community based collaborative program between the Lee County Sheriff's Office and the United Way, a non-profit organization, dedicated to improving the quality of life in our community.

The goal of this program is to aid first responders in search and rescue operations for at risk individuals with cognitive and/or behavioral disorders who may be prone to wandering or getting lost.

The information outlined in this application provides critical information to first responders in the event an at-risk individual ("Participant") becomes lost. Providing this information in advance enables first responders to move forward in their search efforts with critical information provided to them in advance.

## Use of Information and Public Records Notice

The undersigned legal caregiver/ legal guardian, individually and on behalf of the named Participant hereby authorizes the Lee County Sheriff's Office and the United Way to use all information provided in this application in any way the Lee County Sheriff's Office and the United Way deem necessary as part of the ReUnite Program.

Date of Enrollment \_\_\_\_\_

Scent Kit: \_\_\_\_\_

**Please Print Answers**

**THIS APPLICATION ITSELF AND ALL INFORMATION PROVIDED AS PART OF THIS APPLICATION, IS SUBJECT TO FLORIDA'S BROAD PUBLIC RECORDS LAW AND SUBJECT TO DISCLOSURE PURSUANT TO CHAPTER 119, FLORIDA STATUTES.**

*Signed:* \_\_\_\_\_

(Legal Caregiver/Legal guardian's Signature confirming acceptance and understanding)  
(Date)

Printed Name of the legal caregiver/legal guardian filling out this application: \_\_\_\_\_

Participant Information as of \_\_\_\_\_ (enter today's date)

Please circle : Scent Kit

**Participant Personal Data**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Nickname: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_

Current Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Does the Participant speak/understand English? Yes \_\_\_\_\_ No \_\_\_\_\_

If no what is the Participant's first language? \_\_\_\_\_

Date of Enrollment \_\_\_\_\_

Scent Kit: \_\_\_\_\_

**Please Print Answers**

**First Emergency Contact Information**

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Current Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Second Emergency Contact Information**

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Current Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Physical Description of Participant**

Height: \_\_\_ Ft. \_\_\_ Inches.      Weight: \_\_\_\_\_ Lbs.

Eye Color: \_\_\_\_\_      Hair Color: \_\_\_\_\_

**\*Please include a recent picture of participant. Email to [Reunite@unitedwaylee.org](mailto:Reunite@unitedwaylee.org)**

Any other distinguishing features, marks, scars, tattoos, etc.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any known physical disabilities: \_\_\_\_\_

Date of Enrollment \_\_\_\_\_

Scent Kit: \_\_\_\_\_

**Please Print Answers**

Relevant Psychological, Cognitive, or Behavioral Health Conditions or Diagnosis (i.e. Autism Spectrum Disorder, Alzheimer's, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personality and Social Habits**

Does participant have a fear of dogs? Yes \_\_\_\_ No \_\_\_\_

Any known calming techniques/suggested ways to communicate and interact if applicable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Wandering Experiences**

Has the Participant ever been lost before? Yes \_\_\_\_ No \_\_\_\_

If yes, explain: \_\_\_\_\_

Was Participant returned after his/her own efforts or was he/she located by searchers? \_\_\_\_\_

Location the Participant was found? \_\_\_\_\_

I certify that that I am the legal caregiver/ guardian of this Participant and I am authorized to provide the above information as part of this application.

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

\_\_\_\_\_  
(Signature of Legal Caregiver/Legal Guardian of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
***\*\*\*Please provide a picture of the Participant as part of this application along with verification of your role as the legal caregiver/ legal guardian authorized to provide the information found in this application. \*\*\****  
\_\_\_\_\_



# UNCONDITIONAL AND FULL RELEASE AND HOLD HARMLESS



I, \_\_\_\_\_, on behalf of myself as the legal caregiver/ legal guardian and on behalf of the participating Participant understand that by completing this application, signing this waiver, providing the Participant's information to the United Way and Lee County Sheriff's Office, using a tracking device, or otherwise using a DNA kit will in no way guarantee the safety of the Participant nor guarantee the safe return or any other specific results in the event that the Participant identified in this application gets lost or wanders.

I fully understand that this program is just an additional tool for first responders to use in the event the Participant becomes lost or wanders. I also understand that there are numerous foreseeable and unforeseeable risks and dangers that this program cannot protect against and in consideration for the opportunity to participate in the ReUnite Program:

**I ON BEHALF OF MYSELF AND THE PARTICIPANT THEREFORE AGREE TO INDEMNIFY AND FOREVER HOLD HARMLESS AND DISCHARGE TO THE FULLEST EXTENT THE LAW ALLOWS, THE UNITED WAY, INC., LEE COUNTY AND THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, CARMINE MARCENO, AS SHERIFF OF LEE COUNTY, A CONSTITUTIONAL OFFICER FOR THE STATE OF FLORIDA, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY, AND ALL MEMBERS OF THE LEE COUNTY SHERIFF'S OFFICE, INDIVIDUALLY AND IN THEIR OFFICIAL CAPACITY, AND ALL OF**

**THEIR EMPLOYEES, APPOINTEES, AGENTS, CONTRACTORS AND SUB-CONTRACTORS, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS OR DAMAGES, AND COSTS (TO INCLUDE REASONABLE ATTORNEY'S FEES) PRESENT, PAST AND FUTURE, ARISING IN LAW OR EQUITY, CONTINGENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS WHICH ALLEGE NEGLIGENT ACTS AND/OR OMISSIONS COMMITTED BY THE UNITED WAY, INC., LEE**

Date of Enrollment \_\_\_\_\_

Scent Kit: \_\_\_\_\_

**COUNTY AND THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, MEMBERS OF THE LEE COUNTY SHERIFF'S OFFICE, OR SHERIFF CARMINE MARCENO REGARDLESS OF WHETHER THE CLAIMS ARISE OUT OF ANY DAMAGE, LOSS, PERSONAL INJURY, OR DEATH TO MYSELF OR THE PARTICIPANT OR ARE IN ANY WAY RELATED TO THE REUNITE PROGRAM, THE USE OF ANY TRACKING DEVICE, OR ANY DNA KIT.**

I also understand that neither Sheriff Marceno, the Lee County Sheriff's Office, nor the United Way are in any way responsible for the accuracy and use of any DNA kit or tracking device and neither Sheriff Marceno, Lee County Sheriff's Office nor the United Way make any representations, warranties, or guarantees whatsoever regarding the use or accuracy of any tracking device, DNA kit, or the ReUnite program itself.

I alone am responsible and assume all and any risk and liability for how I use and maintain the DNA Kit and any tracking device.

Notwithstanding anything to the contrary, nothing in this Waiver, this application, or any other document related to this Waiver or the ReUnite Program is intended nor shall it be construed or interpreted to waive or modify any immunities and limitations on liability or damages entitled to any government entity, Sheriff Marceno, and the Lee County Sheriff's Office provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended and the strict financial limitations set forth therein. The limitations on liability and damages as found in the 768.28 shall be applicable to any all claims or defenses including but not limited to those arising under contract or tort, including but not limited to claims of negligence. The validity, interpretation and enforcement of this Release and all claims or disputes arising from and/or related to this Release as well as any and all claims between the any party who may be subject to this Release will be governed by and construed in accordance with the laws of the United States and Florida. Any and all litigation related to this waiver in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed herein, shall lie exclusively in the state or federal courts situated in Lee County, Florida.

**You must be at least 18 years old to sign this waiver and must be the legal guardian or legal caregiver for the Participant**

SIGNATURE OF LEGAL CAREGIVER/LEGAL GUARDIAN OF PARTICIPANT:

PRINT: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**CONSENT AGENDA ITEM REPORT I**  
**Commission Meeting Date: April 18, 2022**

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**Subject: Resolution No. 2022-021**

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1. **Background/History:** Resolution No. 2022-021 approves an updated Wireless Services Agreement with L3Harris Technologies, Inc. for Harris Radios used by the Police Department.

The current access fee is \$14.00 per month, per radio and the proposed agreement is \$9.00 per month, per radio resulting in a savings to the City of Clewiston. No other substantial changes are proposed.

2. **Financial Impact:** City's cost is lowered \$5.00 per month, per radio
3. **Attachments:**
  - a. Resolution No. 2022-021
  - b. Wireless Services Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-021.



**RESOLUTION NO. 2022-021**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE WIRELESS SERVICES AGREEMENT BETWEEN L3HARRIS TECHNOLOGIES, INC. AND THE CITY OF CLEWISTON FOR A LICENSE TO ACCESS THE VOICE COMMUNICATION RADIO PORTION OF THE WIRELESS NETWORK IN CERTAIN AREAS IN THE STATE OF FLORIDA.**

**WHEREAS**, L3Harris Technologies, Inc., formerly known as Harris Corporation, operates a network of wired and wireless telecommunications facilities which provide certain wireless voice and data communications services throughout the State of Florida; and

**WHEREAS**, the City of Clewiston desires to obtain from L3Harris Technologies and L3Harris Technologies desires to grant to the City of Clewiston a license to access the voice communication radio portion of the Wireless Network for use in certain areas in the State of Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, that:**

**SECTION 1.** The attached Wireless Services Agreement is approved and the Mayor is authorized to execute the agreement on behalf of the City.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

## WIRELESS SERVICES AGREEMENT

**THIS WIRELESS SERVICES AGREEMENT** (this “Agreement”) is made as of the 1st day of July, 2021, by and between **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation formerly known as Harris Corporation, acting through its Public Safety Professional Communications Business Sector (“Provider”), having a place of business at 7022 TPC Drive, Suite 500, Orlando, FL 32822 and City of Clewiston, a non-profit corporation (“User”), having a principal place of business at 205 West Ventura Ave, Clewiston, FL 33440.

### Recitals:

**WHEREAS**, Provider is a party to that certain Master Services Agreement (the “State Contract”) dated June 30, 2021 by and between Provider and the State of Florida, acting by and through the Department of Management Services (the “State”);

**WHEREAS**, Provider operates a network of wired and wireless telecommunications facilities which provide the State with certain wireless voice and data communications services, commonly referred to as the Florida Statewide Law Enforcement Radio System (SLERS), throughout the State of Florida (the “Wireless Network”);

**WHEREAS**, Provider is working with the State on an upgrade project to change the technology used in the Wireless Network from EDACS technology to P25 technology which may require User to upgrade its existing equipment or purchase new equipment with P25 technology;

**WHEREAS**, User desires to obtain from Provider and Provider desires to grant to User a license (“License”) to access the voice communication radio portion of the Wireless Network (“Radio Network”) for use in those areas in the State of Florida more further described in **Exhibit B** attached hereto (“Area”), in accordance with the terms and conditions set forth herein; and

**WHEREAS**, prior to signing and finalizing this Agreement and receiving a License to use the Radio Network, User must first obtain the written consent of the State to use the Radio Network which will be attached to this Agreement as **Exhibit A** (the “State Approval”).

**NOW, THEREFORE**, for and in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference.
2. **State Approval.** User has obtained the State Approval in **Exhibit A** which will allow User to put and use 35 radios on the Radio Network pursuant to the terms of the license granted in this Agreement (the “Licensed Radios”). A permanent reduction in the

total number of Licensed Radios used on the Radio Network that is requested by the User will require Provider's prior written consent and may result in an increase in the monthly Access Fee rate per Licensed Radio.

3. **Access to Radio Network.** During the period commencing on [July 1, 2021], and continuing for twelve (12) months through [June 30, 2022] (the "Contract Term"), User shall have the non-exclusive right for the Licensed Radios to access the Radio Network in conjunction with the performance of User's public service radio operations for voice communications with such coverage as exists on the Radio Network within the Area. In exchange for the license to use the Radio Network within the Area, User shall pay to Provider the Access Fee set forth below on a monthly basis for the Licensed Radios throughout the Contract Term, in accordance with the provisions of Section 4 hereof. The Contract Term shall automatically renew for an additional twelve (12) month term from the end of the original Contract Term or any renewal of the Contract Term unless either Party gives three (3) months prior written notice of its non-renewal of this Agreement. In no event will the renewed Contract Term extend beyond June 30, 2036.

4. **Access Fee.** Throughout the Contract Term, User shall deliver to Provider the amount of Nine Dollars (\$ 9.00) per month (the "Access Fee") for each Licensed Radio to use the Radio Network that has been activated for use on the Radio Network on the fifteenth (15<sup>th</sup>) calendar day of that month. [User may request in a writing sent to and received by Provider on or before the 15<sup>th</sup> day of a month that Provider de-activate or reduce the number of User Licensed Radios that are activated for use on the Radio Network in the following calendar month. In addition, User may request in a writing received by Provider on or before the 15<sup>th</sup> day of a month that Provider activate or increase the number of User Licensed Radios that are activated for use on the Radio Network in the following calendar month.] User shall pay the Access Fee to Provider on a monthly basis and within thirty (30) calendar days after User receives an invoice from Provider and without setoff or further demand. A list of the Licensed Radios shall be included in **Exhibit C** attached hereto. Provided that its increased use would not interfere in any way, manner or form with the State's use of the Wireless Network, User may request during the Contract Term that the total number of Licensed Radios be increased. If Provider and the State (as set forth in the State Approval as modified if necessary) agree in writing with such request, the total number of Licensed Radios shall be increased (and **Exhibit C** modified) which may result in a change in the Access Fee rate for the Licensed Radios. The change in the total number of Licensed Radios and Access Fee shall be set forth in a written amendment to this Agreement.

5. **User's Responsibilities.** User shall purchase and obtain from Provider, at User's sole cost and expense and pursuant to a separate written agreement between Provider and User, all of the equipment listed on **Exhibit C** (the "Equipment") as well as all of the services to install all of the Equipment for use on the Radio Network. In addition, User acknowledges and agrees that, as set forth above in the Recitals, the Radio Network technology is going to be changed from EDACS technology to P25 technology. It shall be User's responsibility to upgrade or obtain, as needed, equipment with P25 technology for use on the Radio Network. Should User, for any reason not attributable to Provider, fail to obtain Equipment with P25 technology as needed, User shall be fully responsible

for the inability of its Equipment to use the Radio Network. In addition to the State Approval, User shall be responsible for securing at its sole cost and expense all other approvals, licenses, and permits necessary, if any, to allow User to use the Radio Network. User understands and agrees that its use of the Radio Network shall not at any time interfere in any way, manner or form with the State's use of the Wireless Network. User also acknowledges and agrees that, in addition to Equipment purchase costs, User shall be solely responsible for paying all other User costs for the Licensed Radios including, but not limited to, User dispatch equipment costs, User dispatch service costs, User Equipment maintenance costs and User Equipment replacement costs.

**6. Representations and Warranties.**

a. Provider shall be responsible for maintaining the Radio Network in good working order throughout the Contract Term. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND TO USER REGARDING THE NATURE, CONDITION, OR CAPABILITIES OF THE RADIO NETWORK. WITHOUT LIMITING OR MODIFYING THE PRIOR DISCLAIMER, USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NO COVERAGE REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND HAVE BEEN MADE BY PROVIDER CONCERNING THE LOCATIONS AT WHICH USABLE RADIO SIGNALS WILL BE TRANSMITTED ACROSS THE RADIO NETWORK AND RECEIVED BY THE USER LICENSED RADIOS.

b. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 6 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

7. **Default.** In the event that User fails to pay any monthly Access Fee then due and payable within thirty (30) calendar days after User receives a written notice of non-payment from Provider, Provider may terminate this Agreement by written notice to User and User shall thereafter immediately take all necessary steps, at User's sole cost and expense, to cease its use of the Radio Network. Notwithstanding the foregoing, Provider shall only be obligated to provide User with a 30 day written notice of non-payment one (1) time during the Contract Term, after which Provider shall be entitled to the foregoing termination rights if User fails to pay any monthly Access Fee within five (5) calendar days after User receives a written notice of non-payment from Provider.

8. **Notices.** Any notices or payments hereunder shall be given in writing to the party for whom it is intended at the respective addresses set forth below, or such other address

as may be designated in writing by notice given in accordance herewith, either in person, by certified mail (return receipt requested and postage prepaid) or by a nationally recognized overnight courier providing for signed receipt of delivery. Any notices sent by electronic mail shall be optional, courtesy notices and not the notices required to be provided under this Section. Any such notice or payment shall be deemed given when received by the addressee.

User: City of Clewiston  
115 West Ventura Avenue  
Clewiston FL, 33440  
Attn: Randy Martin, City Manager  
Ph: (863) 983-1484  
E-Mail Address (for optional notices): Randy.Martin@clewiston-fl.gov

With a copy to:

Clewiston Police Dept.  
300 S. Berner Road  
Clewiston FL, 33440  
Attn: Thomas Lewis, Chief of Police  
Ph: (863) 983-1474  
E-Mail Address (for optional notices): Thomas.Lewis@clewiston-fl.gov

Provider: L3Harris Technologies, Inc.  
Public Safety Professional Communications (PSPC) Business Sector  
7022 TPC Drive  
Suite 500  
Orlando, FL 32822  
Attn: Director, L3Harris State of Florida SLERS Program  
Telephone Number: 407-581-3782  
E-Mail Address: [steve.a.williams@l3harris.com](mailto:steve.a.williams@l3harris.com)

With a copy to:

L3Harris Technologies, Inc.  
Public Safety Professional Communications (PSPC) Business Sector  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
Attn: Legal Department  
Telephone Number: 434-455-9462  
E-Mail Address: [Phil.Beeson@l3harris.com](mailto:Phil.Beeson@l3harris.com)

9. **Construction of Agreement.** This Agreement, which may be executed in multiple counterparts, is to be construed in accordance with the laws of the United States and the State of Florida. This Agreement sets forth the entire contract between the parties hereto, is binding upon and inures to the benefit of the parties hereto and their respective

successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Provider and User.

10. **Termination.** Subject to the provisions of this Section 10 and the rights of Provider under Section 7 above, either party may terminate this Agreement upon giving ninety (90) calendar days prior written notice to the other party in accordance with the terms hereof for any reason or no reason at all. Such termination or reduction shall be deemed effective at the end of such ninety (90) calendar day period. Should User desire to terminate this Agreement prior to the expiration of the Contract Term, User shall pay to Provider: (i) Access Fees through the end of the 90 calendar day notice period; and (ii) if the User terminates this Agreement prior to the expiration of five (5) years from the first day of the Contract Term, User shall pay to Provider an additional termination fee equal to the costs, charges and expenses incurred by Provider (and not reimbursed by User) for any additional equipment and/or installation which was necessary to grant User access to the Radio Network less reasonable amortization (over the 5 year period).

11. **Subleases and Sublicenses.** User may only sublease or sublicense any of its rights under this Agreement after prior written approval is obtained from both the State of Florida Department of Management Services and Provider, which prior approvals may or may not be granted by the State or Provider in its sole discretion. User shall remain solely and fully responsible for payment of all Access Fees as set forth in this Agreement for all Licensed Radios activated on the Radio Network either directly for User's benefit or indirectly for authorized and approved third parties using a portion of User's total Licensed Radio allotment. User's total radio count (including radios issued to User's authorized and approved sublessees and/or sublicensees) may not exceed the User's authorized Licensed Radio allotment set forth in the State Approval.

12. **Equipment List.** The Equipment list is set forth in **Exhibit C** of this Agreement. The Equipment list will contain the manufacturer's serial number of each Licensed Radio that User will use to access the Radio Network. Additions to the Equipment list shall be made via fax, email, or regular postal service delivered by User to Provider prior to the Licensed Radio being added to the Radio Network provided, however, that in no event shall the total amount of User's Licensed Radios (including the original Licensed Radio quantity and all additional Licensed Radios) using the Radio Network exceed the maximum authorized quantity as specified in the State Approval. User and Provider shall continually seek to timely and diligently update **Exhibit C** to identify all of the Licensed Radios authorized to use the Radio Network either directly by User or indirectly by a third party using a portion of User's radio allotment pursuant to the terms of this Agreement. Regardless of the accuracy of **Exhibit C**, User shall pay the Access Fees set forth in Section 4 above for its Licensed Radios.

13. **Invalid Provision.** The invalidity of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

14. **Independent Contractors.** In all matters relating to this Agreement, Provider and User shall be acting as independent contractors and as such each shall have and maintain complete control over and be responsible for all of their own employees and agents and operations. Neither party's employees are employees of the other party under the meaning or application of any applicable Federal or State unemployment or insurance laws or workers' compensation laws or otherwise. Each party shall assume all liabilities or obligations imposed by any one or more such applicable laws with respect to its employees involved in the performance of this Agreement. Neither party shall have any authority to assume or create any obligations, expressed or implied, on behalf of the other party and neither party shall have the authority to represent itself as an agent, employee or in any other representative capacity of the other party.

15. **Subject Headings.** The subject headings of the articles, paragraphs and subparagraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement

[End of Text This Page]

IN WITNESS WHEREOF, this Wireless Services Agreement is entered into as of the date first written above.

PROVIDER:

**L3HARRIS TECHNOLOGIES, INC.**, acting through its  
Public Safety Professional Communications Business  
Sector

By: \_\_\_\_\_  
(Signature)

Name: Steven A. Williams, Sr.

Title: Director, L3Harris State of Florida SLERS Program

Date: \_\_\_\_\_

USER:

City of Clewiston

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**

**State Approval**

**Exhibit B**

**Florida Areas for Use of the Radio Network**

Hendry, Glades, Lee, Collier, Broward, Palm Beach Counties

**Exhibit C**

**Equipment List**

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**CONSENT AGENDA ITEM REPORT J**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Resolution No. 2022-022**

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- 1. Background/History:** Resolution No. 2022-022 approves the reappointment of Jacklyn Espinoza to the Hendry County Library Cooperative Advisory Board.

The Hendry County Library Cooperative Advisory Board consists of five voting members that serve 4-year terms. Jacklyn Espinoza, the member who represents the City of Clewiston and whose term expires May, 2022, wishes to serve another 4-year term.

- 2. Financial Impact:** None
- 3. Attachments:**
  - a.** Resolution No. 2022-022
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-022.

**RESOLUTION NO. 2022-022**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA,  
APPROVING THE RE-APPOINTMENT OF JACKLYN ESPINOZA TO  
THE HENDRY COUNTY LIBRARY COOPERATIVE ADVISORY  
BOARD.**

**WHEREAS**, the Hendry County Library Cooperative Advisory Board consists of five voting members, one of which represents the City of Clewiston; and

**WHEREAS**, the four year term of Jacklyn Espinoza, the City of Clewiston's representative on the Hendry County Library Cooperative Advisory Board, expires May, 2022; and

**WHEREAS**, Jacklyn Espinoza wishes to serve another four year term as the City of Clewiston's representative on the Hendry County Library Cooperative Advisory Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF CLEWISTON,  
FLORIDA, THAT:**

**SECTION 1.** The City Commission hereby approves the re-appointment of Jacklyn Espinoza to the Hendry County Library Cooperative Advisory Board as the City of Clewiston's representative for another four year term.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**CONSENT AGENDA ITEM REPORT K**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Resolution No. 2022-023**

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- 1. Background/History:** Resolution No. 2022-023 adopts amendments to the budget for FY 2021-2022 as follows:

**General Fund**

Budget Amendment 1 – Carry forward of funds from the Florida Department of Transportation (FDOT) Grant Agreement G1L00, Financial Project No. 445843-1-54-01 for C21 Bridge Project - \$1,929,832

Budget Amendment 2 – Supplemental Agreement to the FDOT Grant Agreement G1L00, Financial Project No. 445843-1-54-02 for C21 Bridge Project - \$3,652,000

Budget Amendment 3 – Carry forward of funds from the FDOT Grant Agreement No. G1U44, Financial Project No. 446118-1-54-01 for the East Ventura Ave. from South Francisco St. to South Deane Duff Ave. Resurfacing Project - \$451,025

Budget Amendment 4 – Florida Department of Environmental Protection (FLDEP) Grant Agreement No. LPQ0027 for the East Ventura Ave. Water Quality Project - \$461,000

Budget Amendment 5 – FLDEP, Florida Recreation Development Assistance Program (FRDAP) Grant Agreement No. A2034 and funding from the United States Sugar Corporation for the Trinidad Park Play Structure, Phase III Project - \$100,000

Budget Amendment 6 – Funding support from the United States Sugar Corporation for the Youth Center Renovation Project - \$150,000

Budget Amendment 7 – Funding support from the United States Sugar Corporation for the Golf Course Maintenance Project - \$3,960

**Electric Fund**

Budget Amendment 8 – Carry forward the Florida Municipal Power Agency (FMPA) Pooled Loan funding balance for the electric portion of the Advanced Metering Infrastructure Project (AMI) - \$1,214,458

**Water Sewer Fund**

Budget Amendment 9 – Carry forward of funds from the FLDEP Grant Agreement No. LPA0006 for the Clewiston Storm Spill Prevention Project - \$193,663

Budget Amendment 10 – Carry forward balance of the United States Army Corps of Engineers (USACE) Septic to Sewer Project, Contract No. W912EP17C0037 - \$904,724

Budget Amendment 11 – FLDEP State Revolving Loan WW260440 and State Grant SG260441 for the Inflow and Infiltration Project, Phase III - \$3,014,100

2. **Financial Impact:** \$12,074,762
3. **Attachments:**
  - a. Resolution No. 2022-023
  - b. Budget Amendments 1 - 11
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-023.

**RESOLUTION NO. 2022-023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ADOPTING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2021 - 2022; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clewiston, Florida, must adopt amendments to the budget for the fiscal year 2021-2022, and

**WHEREAS**, it is necessary that revenues and appropriations be made for said fiscal year as shown by the following budget amendments summarized here and attached and made a part hereof:

**Summary of Budget Amendments  
City of Clewiston  
Fiscal Year 2021 – 2022**

**General Fund 001**

- |                     |  |                    |
|---------------------|--|--------------------|
| <b>Amendment 1)</b> | <b>Carry forward – Florida Department of Transportation Grant Agreement G1L00, Financial Project No. 445843-1-54-01 for C21 Bridge Project</b>   | <b>\$1,929,832</b> |
| <b>Amendment 2)</b> | <b>Supplemental Agreement to Florida Department of Transportation Grant Agreement G1L00, Financial Project No. 445843-1-54-02 for C21 Bridge Project</b>   | <b>\$3,652,000</b> |
| <b>Amendment 3)</b> | <b>Carry forward – Florida Department of Transportation Grant Agreement No. G1U44, Financial Project No. 446118-1-54-01 for East Ventura Avenue from South Francisco Street to South Deane Duff Avenue</b> | <b>\$451,025</b>   |
| <b>Amendment 4)</b> | <b>Florida Department of Environmental Protection Grant Agreement No. LPQ0027 for East Ventura Avenue Water Quality Project</b>  | <b>\$461,000</b>   |



**Amendment 5) Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) Grant Agreement No. A2034 and funding from the United States Sugar Corporation for the Trinidad Park Play Structure, Phase III Project**

**\$100,000**

**Amendment 6) Funding support from the United States Sugar Corporation for the Youth Center Renovation Project**

**\$150,000**

**Amendment 7) Funding support from the United States Sugar Corporation for the Golf Course Maintenance Project**

**\$3,960**

**Electric Fund 410**

**Amendment 8) Carry forward – Florida Municipal Power Agency Pooled Loan funding balance for the electric portion of the Advanced Metering Infrastructure Project (AMI)**

**\$1,214,458**

**Water Sewer Fund 420**

**Amendment 9) Carry Forward – Florida Department of Environmental Protection Grant Agreement No. LPA0006 for the Clewiston Storm Spill Prevention Project**

**\$193,663**

**Amendment 10) Carry Forward – United States Army Corps of Engineers Septic to Sewer Project, Contract No. W912EP17C0037**

**\$904,724**

**Amendment 11) Florida Department of Environmental Protection State Revolving Loan WW260440 and State Grant SG260441 for the Inflow and Infiltration Project, Phase III**

**\$3,014,100**

WHEREAS, Section 166.241(2), Florida Statutes requires that appropriations for said fiscal year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, Section 166.241(5)(c), Florida Statutes requires that the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, Section 6.03(b) and (c) of the Clewiston Charter sets forth the required process.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA:**

**Section 1.** The amendments as summarized above and attached and made part hereof are hereby adopted for the Fiscal Year 2021-2022, effective October 1, 2021.

**Section 2.** This Resolution and the attached amendments are to be posted on the city's website [Clewiston-fl.gov](http://Clewiston-fl.gov) within five (5) days after adoption.

**PASSED AND ADOPTED** in open session this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

(MUNICIPAL SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		334105		FDOT - C21 Bridge Project	0	1,929,832	1,929,832
							0
001	7074	563005		C21 Bridge Project	0	1,929,832	1,929,832
							0
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						1,929,832	

Comments:

Carry forward state funding from FDOT Grant Agreement G1L00, Financial Project no. 445843-1-54-01 for C21 Bridge Project - Original Amount - \$2,000,000; FY 2020 Activity - \$30,076; FY 2021 Activity - \$40,092; Grant Period 4/22/2020 - 12/31/2024

Department Head Requesting Amendment \_\_\_\_\_ Date \_\_\_\_\_

Finance Approval \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Posted Finance \_\_\_\_\_ Date \_\_\_\_\_

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		334105		FDOT - C21 Bridge Project	1,929,832	3,652,000	5,581,832
							0
001	7074	563005		C21 Bridge Project	1,929,832	3,652,000	5,581,832
							0
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						3,652,000	

Comments: Supplemental Agreement to FDOT Grant Agreement G1L00, addition of Financial Project no. 445843-1-54-02 for C21 Bridge Project - \$3,652,000; total project funding - \$5,652,000; FY 2020 Activity - \$30,076; FY 2021 Activity - \$40,092; Grant Period 4/22/2020 - 12/31/2024

Department Head Requesting Amendment	Date
Finance Approval	Date
City Manager Approval	Date
Posted Finance	Date

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		334106		FDOT - E Ventura Resurfacing	0	451,025	451,025
							0
001	7074	563006		E Ventura Resurfacing	0	451,025	451,025
							0
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						451,025	
<b>Comments:</b> Carry forward state funding from FDOT Grant Agreement G1U44, Financial Project no. 446118-1-54-01 for E Ventura Ave from S Francisco St to S Deane Duff Ave Project. Original Amount - \$465,130; FY 2021 Activity - \$14,105; Grant Period 2/01/2021 - 6/30/2023							
Department Head Requesting Amendment					Date		
Finance Approval					Date		
City Manager Approval					Date		
Posted Finance					Date		

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		334811		DEP Grant LPQ0027 - E. Ventura Ave. Water Quality	0	461,000	461,000
							0
001	7077	531201		Engineering	0	46,050	46,050
001	7077	563008		Improvements other than buildings	0	414,950	414,950
							0
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						461,000	

Comments:

FL Dept. of Environmental Protection Grant Agreement LPQ0027 for E Ventura Ave Water Quality Project; Grant Period 5/24/2021 - 6/30/2023

Department Head Requesting Amendment \_\_\_\_\_ Date \_\_\_\_\_

Finance Approval \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Posted Finance \_\_\_\_\_ Date \_\_\_\_\_

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		334600		FRDAP Grant	0	50,000	50,000
001		366200		Contributions - Recreation	0	50,000	50,000
					0		0
001	8081	563004		Park Project	0	100,000	100,000
							0
							0
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						100,000	

**Comments:** Park Project: Trinidad Park Play Structure Phase III funded with DEP Florida Recreation Development Assistance Program (FRDAP) Grant Agreement A2034; Grant Period - 4/8/2022 - 4/30/2024 and funding received from the United States Sugar Corporation

Department Head Requesting Amendment \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Approval \_\_\_\_\_ Date \_\_\_\_\_  
 City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Posted Finance \_\_\_\_\_ Date \_\_\_\_\_

Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		366200		Contributions - Recreation	50,000	150,000	200,000
							0
001	8081	563010		Youth Center Renovation Project	0	150,000	150,000
							0
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						150,000	

Comments:  
 Funding support from the United States Sugar Corporation for the Youth Center Renovation Project

Department Head Requesting Amendment \_\_\_\_\_ Date \_\_\_\_\_

Finance Approval \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Posted Finance \_\_\_\_\_ Date \_\_\_\_\_



Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
001		366086		Contributions - Golf Course	25,000	3,960	28,960
							0
001	8086	546100		Golf Course - Building Maintenance	5,000	3,960	8,960
							0
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						3,960	

Comments:

Funding support from the United States Sugar Corporation for the Golf Course Maintenance Project

Department Head Requesting Amendment	_____	Date	_____
Finance Approval	_____	Date	_____
City Manager Approval	_____	Date	_____
Posted Finance	_____	Date	_____





Amendment Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
420		331350		Federal Funding - Sewer/Wastewater	0	904,724	904,724
							0
420	3067	5635000		Mains & Lines	0	904,724	904,724
							0
							0
							0
							0
							0
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							0
							0
							0
							0
							0
							0
							0
							0
						904,724	
<p>Comments:                      Carry forward - United States Army Corps of Engineers Septic to Sewer Project, Contract No. W912EP17C0037; Project Cost - \$977,736; FY 2021 Activity - \$73,012</p>							
<p>Department Head Requesting Amendment _____ Date _____</p> <p>Finance Approval _____ Date _____</p> <p>City Manager Approval _____ Date _____</p> <p>Posted Finance _____ Date _____</p>							

Amendment Number:

Fund	Org.Unlt	Object	Program	Account Name	* Current Budget	Increase Decrease	* Revised Budget
420		334351		FDEP SRF 260441	0	2,364,000	2,364,000
420		384407		FDEP SRF Loan 260440	0	650,100	650,100
							0
420	3066	531500		Other Contractual Services	0	59,100	59,100
420	3066	563507		Phase III - Inflow & Infiltration Project	0	2,955,000	2,955,000
							0
							0
							0
							0
							0
							0
							0
							0
							0
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							0
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							0
							0
							0
							0
							0
							0
						3,014,100	

Comments:

FL Dept. of Environmental Protection Grant SG260441 and State Revolving Loan WW260440 for Phase III of the Inflow & Infiltration Project, including 2% loan servicing fees; capitalized interest rate - 0%; loan period - 20 years

Department Head Requesting Amendment	Date
Finance Approval	Date
City Manager Approval	Date
Posted Finance	Date

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 2**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Ordinance No. 2022-01 – Final Public Hearing – 5:05 p.m.**

---

1. **Background/History:** Ordinance No. 2022-01 modifies the text of the Comprehensive Plan and provides for the inclusion of a private property rights element in the Comprehensive Plan.

HB-59 (2021), an act relating to growth management, was passed by the Florida Legislature during the 2021 legislative session. It requires local governments to include a private property rights element in their comprehensive plans.

The City Commission approved the first reading of Ordinance No. 2022-01 on January 24, 2022 by a vote of 4-0 (Commissioner Gardner was absent).

The proposed ordinance was distributed to the State Land Planning Agency and various other agencies for review on February 2, 2022. The City received notice of no comment on the proposed amendment from the Florida Department of Economic Opportunity on February 8, 2022.

The Planning & Zoning Board met on March 14, 2022 and recommended approval by a vote of 4-0 (Board Member Haitham Kaki was absent).

2. **Financial Impact:** N/A
3. **Attachments:**
  - a. Ordinance No. 2022-01
  - b. Affidavits of Publications
4. **Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2022-01.

**ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, MODIFYING THE TEXT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCLUSION OF A PRIVATE PROPERTY RIGHTS ELEMENT IN THE COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND CONFLICT.**

**WHEREAS**, the Florida Legislature passed HB-59 an act relating to Growth Management during the 2021 legislative session and;

**WHEREAS**, HB-59 requires local governments to include a private property rights element in their comprehensive plans;

**WHEREAS**, the City Commission of the City of Clewiston held a Public Hearing on January 24, 2022 at 5:05 AM/PM to review public comment and, thereafter, approved the attached text modification on Second Reading.

	First Reading
Mayor Kristine Petersen	<u>Yea</u>
Vice Mayor Greg Thompson	<u>Yea</u>
Commissioner Mali Gardner	<u>Absent</u>
Commissioner Hillary Hyslope	<u>Yea</u>
Commissioner James Pittman	<u>Yea</u>

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Clewiston that the City of Clewiston Comprehensive Plan is hereby amended as follows:

**TEXT AMENDMENT**

**SECTION 1. Section 17. Private Property Rights Element is hereby created to read as follows:**

Section 17. Private Property Rights Element

The following rights shall be considered in local decision-making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

**SECTION 2. The remainder of the Comprehensive Plan to remain the same.**

**SECTION 3. Inclusion in the Comprehensive Plan.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Comprehensive Plan of the City of Clewiston, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

**Section 4. Effective Date.** This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

**Section 5. Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 6. Conflict.** All sections or parts of sections of the revised Comprehensive Plan in conflict herewith are intended to be repealed to the extent of such conflict.

**PASSED** on first reading by the City Commission on this 24<sup>th</sup> day of January, 2022.

**PASSED AND ADOPTED** on second reading by the City Commission on this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**



# INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News  
107 SW 17th Street, Suite D  
Okeechobee, Florida 34974  
863-763-3134

STATE OF FLORIDA  
COUNTY OF HENDRY

Before the undersigned authority personally appeared Katrina Elsken Muros, who on oath says she is the Publisher of the Lake Okeechobee News, weekly Newspaper published in Hendry County, Florida, that the attached copy of advertisement being a Public Notice

in the matter of Notice

in the 20th Judicial District of the Circuit Court of Hendry County, Florida, was published in said newspaper in the issues of \_\_\_\_\_

1/12/2022

Affiant further says that the said Lake Okeechobee News is a newspaper published in said Hendry County, Florida, and that said newspaper has heretofore been published continuously in said Hendry County, Florida each week and has been entered as second class mail matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised that any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Katrina Elsken Muros  
Katrina Elsken Muros

Sworn to and subscribed before me by means of physical presence or online notarization, this

12<sup>th</sup> day of January 2022 AD

Notary Public, State of Florida at Large

#### NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

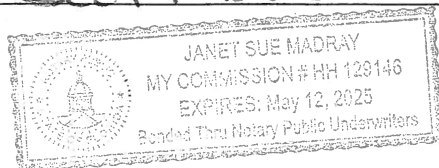
NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct the first PUBLIC HEARING on January 24, 2022 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact the first reading of an ordinance which is set forth as follows:

#### ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, MODIFYING THE TEXT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCLUSION OF A PRIVATE PROPERTY RIGHTS ELEMENT IN THE COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND CONFLICT.**

A copy of the proposed ordinance is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties and interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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) 983-1494, extension 105, or FAX (863) 983-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.



# INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News  
107 SW 17th Street, Suite D  
Okeechobee, Florida 34974  
863-763-3134

STATE OF FLORIDA  
COUNTY OF HENDRY

Before the undersigned authority personally appeared Katrina Elsen Muros, who on oath says she is the Publisher of the Lake Okeechobee News, weekly Newspaper published in Hendry County, Florida, that the attached copy of advertisement being a Public Notice

in the matter of Notice

in the 20th Judicial District of the Circuit Court of Hendry County, Florida, was published in said newspaper in the issues of \_\_\_\_\_

1/19/2022

Affiant further says that the said Lake Okeechobee News is a newspaper published in said Hendry County, Florida, and that said newspaper has heretofore been published continuously in said Hendry County, Florida each week and has been entered as second class mail matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised that any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

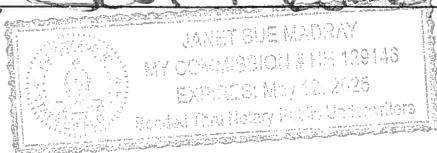
Katrina Elsen Muros

Katrina Elsen Muros

Sworn to and subscribed before me by means of physical presence or online notarization, this 19th day of January 2022 AD

Notary Public, State of Florida at Large

Janet Sue Madray



#### NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct the first PUBLIC HEARING on January 24, 2022 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact the first reading of an ordinance which is set forth as follows:

#### ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, MODIFYING THE TEXT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCLUSION OF A PRIVATE PROPERTY RIGHTS ELEMENT IN THE COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND CONFLICT.**

A copy of the proposed ordinance is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties and interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

Mary K. Combass, City Clerk  
City of Clewiston, FL

517651 ON 1/19/2022



Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority personally appeared Katrina Elsen Muros, who on oath says that she is Editor in Chief of the Lake Okeechobee News, a weekly newspaper published in Hendry County, Florida; that the attached copy of advertisement, being a Public Notice matter of

Public Notice

in the 20th Judicial District of the Circuit Court of Hendry County, Florida, was published in said newspaper in the issues of

03/30/22

(Print Dates)

or by publication on the newspaper's website, if authorized, on

03/30/22, 03/31/22, 04/01/22, 04/02/22, 04/03/22, 04/04/22, 04/05/22,

04/06/22

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct the second PUBLIC HEARING on April 18, 2022 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact the second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, MODIFYING THE TEXT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCLUSION OF A PRIVATE PROPERTY RIGHTS ELEMENT IN THE COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND CONFLICT.

A copy of the proposed ordinance is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties and interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

Mary K. Combass, City Clerk
City of Clewiston, FL

530842 ON 3/30/2022

Handwritten signature of Katrina Elsen Muros
Katrina Elsen Muros

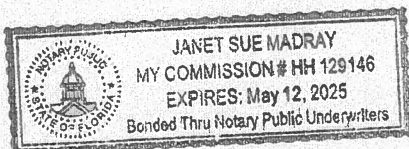
Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this

30th day of March, 2022.

Handwritten signature of Janet Sue Madray



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 3**  
**Commission Meeting Date: January 24, 2022**

---

**Subject: Ordinance No. 2022-08 – First Reading**

---

1. **Background/History:** Ordinance No. 2022-08 rezones a parcel of property located on the west side of South Lopez Street between W. Haiti Avenue and W. El Paso Avenue from R-2 Two-Family Residential to R-3 Multiple Family Residential pursuant to the Zoning Land Use Change Application by Derek Beck of Piper’s Properties, LLC.

The Planning & Zoning Board met on April 11, 2022 and voted unanimously to recommend approval of the application by the City Commission.

2. **Financial Impact:** Unknown
3. **Attachments:**
  - a. Ordinance No. 2022-08
  - b. Statement of Use letter dated 12/28/2021
  - c. Divisions 6 and 7 of Article V of Chapter 110 of the Clewiston Code of Ordinances
  - d. LaRue Planning Staff Report Rezoning Request
  - e. Hendry County Property Records
  - f. Public Notice and Letter to Neighbors
4. **Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2022-08 on first reading and set the public hearing for May 16, 2022.

**ORDINANCE NO. 2022-08**

**AN ORDINANCE OF THE CITY OF CLEWISTON, FLORIDA, REZONING A PARCEL LOCATED ON S LOPEZ ST, SECTION 16, GENERAL PLAN OF CLEWISTON (GPC), PLAT BOOK 2, PGS 71 – 78 OF HENDRY COUNTY, FLORIDA, FROM TWO-FAMILY (DUPLEX) RESIDENTIAL (R-2) TO MULTIPLE-FAMILY RESIDENTIAL (R-3), PROVIDING FOR INCLUSION IN THE CODE, APPENDIX, AND ZONING MAP, CONFLICT AND SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, the local Land Use Planning Agency (LPA), comprised of the Planning and Zoning Board, received this request, found that it is consistent with the City’s Comprehensive Plan, and recommended its approval.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON THAT:**

**SECTION 1.** The Official Zoning Map of the City of Clewiston is hereby amended to reflect parcel #3-34-43-16-A00-0008.0000, S Lopez St, as more fully described in **Exhibit A** to this ordinance, as Multiple-Family Residential (R-3).

**SECTION 2. INCLUSION IN THE CODE OF ORDINANCES.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of these ordinances may be renumbered and codified to accomplish this end. The Appendix and Zoning Map will be changed to correspond to this ordinance.

**SECTION 3. CONFLICT.** All ordinances or parts of ordinances in conflict herewith are hereby repealed. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect.

**SECTION 4. SEVERABILITY.** If any part of these ordinances are declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

**SECTION 5. EFFECTIVE DATE.** These ordinances shall take effect immediately upon its passage and approval consistent with all requirements of general law.

**PASSED** on first reading by the City Commission on \_\_\_\_\_, 2022.

**PASSED AND ADOPTED** on second and final reading by the City Commission on \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
Mary K. Combass, City Clerk

\_\_\_\_\_  
Kristine Petersen, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Dylan J. Brandenburg, City Attorney

# EXHIBIT A



## CITY OF CLEWISTON ZONING LAND USE CHANGE APPLICATION

\*\*\*\*\*  
DATE FILED: 12/29/21 FEE: \$1,000.00 Receipt # \_\_\_\_\_

ZONING and LAND USE CHANGE REQUEST  
Existing: R-3 Proposed: R-3

	Existing	Proposed
Future Land Use Classification	Residential	Multi-Family
Existing Zoning District	Residential <u>Duplex</u>	Residential Multifamily
Use of Property	Vacant	Apartments

**ON PROPERTY DESCRIBED AS:**

Street/Road Address: S Lopez St.  
Lot: 8, Block: \_\_\_\_\_, Addition: \_\_\_\_\_  
Size of Property in Acres: \_\_\_\_\_

**LEGAL DESCRIPTION:**

Describe from deed records, attach copy of deed, and use Metes and Bounds Description:

PLATTED LAND: Parcel ID: 3 34 43 16 A00 0008.0000

UNPLATTED LAND (Must have certified metes and bounds description, including name and address and telephone number of surveyor):  
\_\_\_\_\_

RECORDED OWNER: Piper's Properties LLC  
OWNER'S MAILING ADDRESS: 5520 Division Drive  
Ft. Myers FL 33905

PHONE NUMBER: 863-673-1192

AGENT'S NAME: Derek Beck  
AGENT'S MAILING ADDRESS: 5520 Division Drive  
Ft. Myers FL 33905

PHONE NUMBER: 863-673-1192

**REQUIRED SUPPORTING INFORMATION:** The Following listed information is required to be submitted with this application. All correspondence must be submitted in typewritten form.

- a. Aerial Photograph
- b. Location maps.
- c. Property survey.
- d. Statement of use

**PREAPPLICATION CONFERENCE:** Applicants are required to schedule a preapplication conference with Planning Department Staff to determine which of the below listed items are required to be submitted as optional supporting information to the application.

- a. Appraisal.
- b. Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- c. Photographs of adjacent uses/streetscape.
- d. Photographs of existing uses/structures.
- e. Title search.
- h. Any other supplemental supporting information as determined by the City

**PETITION:** As owner/Agent, I hereby petition the city for approval of the above described request as provided by the laws of the State of Florida and the City of Clewiston Code of Ordinances:

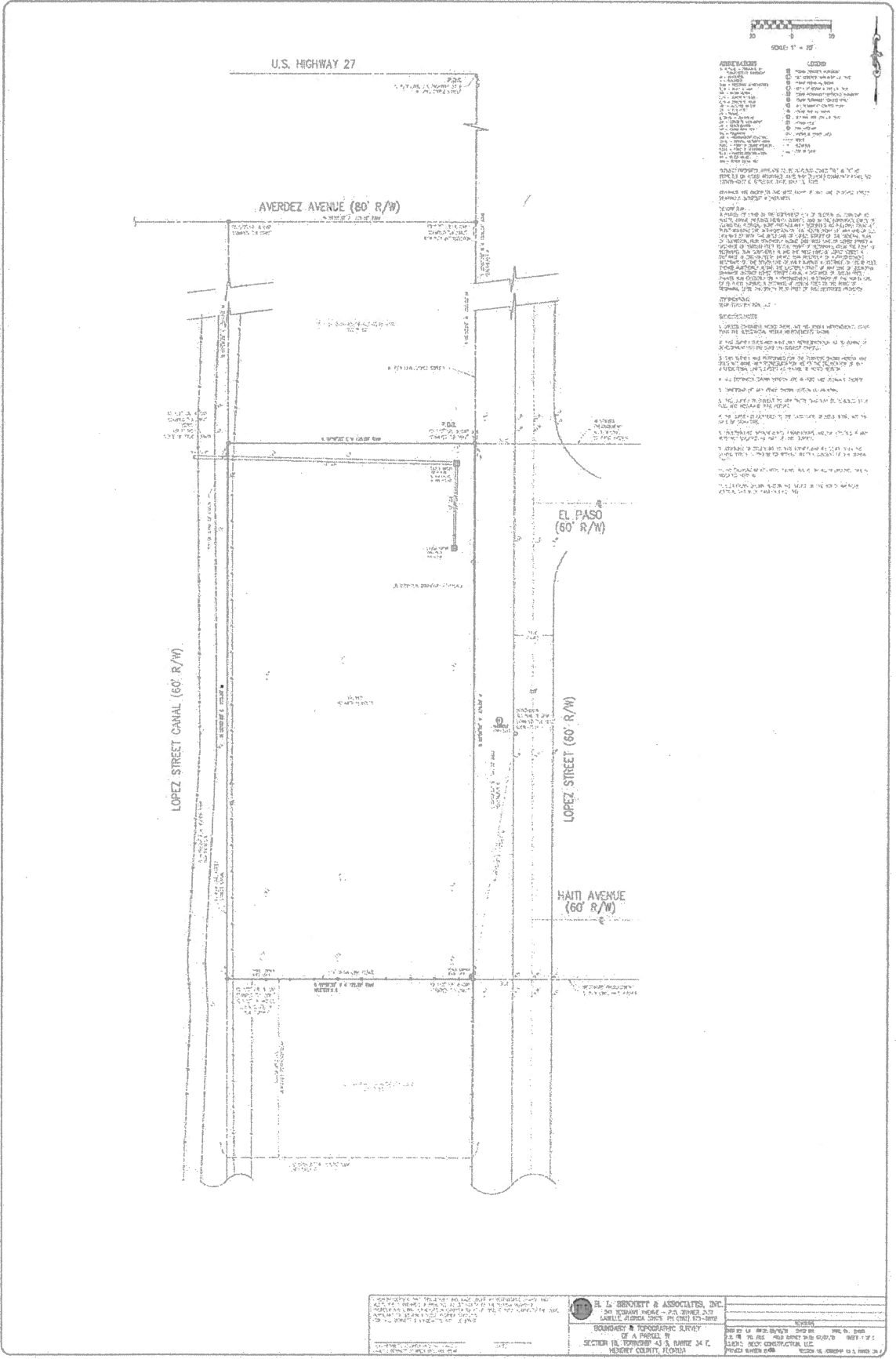
Signature  Signature: \_\_\_\_\_

(Owner) (Agent)

FEE: \$1000.00 DATE PAID: 12/30/21 RECEIPT NUMBER: \_\_\_\_\_

**Note:** Zoning changes may require an amendment to the City's Comprehensive Plan (Future Land Use Map). The type of development and size of property determines the assessed fees and process that will involve public hearings, ordinance adoption, and submission of an amendment package to the State Department of Community Affairs. In some cases, please expect a processing period of two to six months.



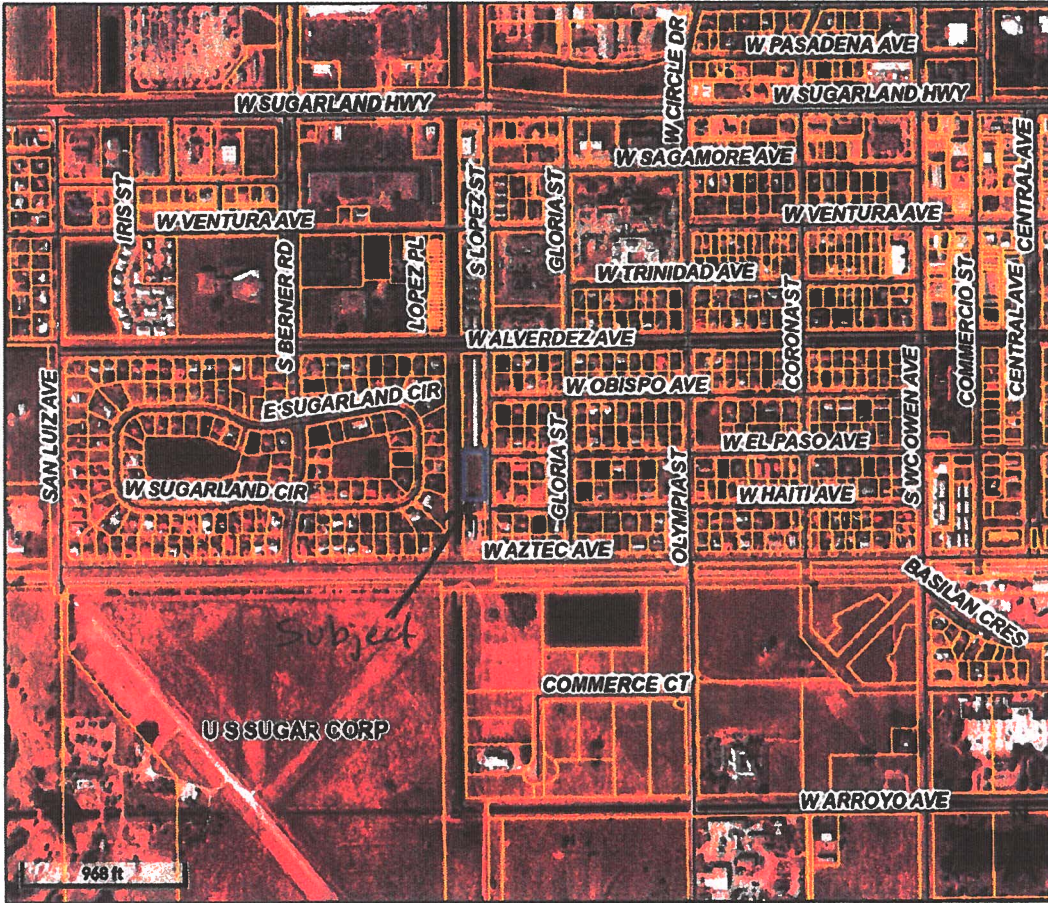


SYMBOL	DESCRIPTION
(Symbol)	1. Surveyed boundary
(Symbol)	2. Proposed boundary
(Symbol)	3. Easement boundary
(Symbol)	4. Right-of-way boundary
(Symbol)	5. Unsurveyed boundary
(Symbol)	6. Boundary of adjacent property
(Symbol)	7. Boundary of water body
(Symbol)	8. Boundary of road
(Symbol)	9. Boundary of utility line
(Symbol)	10. Boundary of other structure
(Symbol)	11. Boundary of other feature
(Symbol)	12. Boundary of other feature
(Symbol)	13. Boundary of other feature
(Symbol)	14. Boundary of other feature
(Symbol)	15. Boundary of other feature
(Symbol)	16. Boundary of other feature
(Symbol)	17. Boundary of other feature
(Symbol)	18. Boundary of other feature
(Symbol)	19. Boundary of other feature
(Symbol)	20. Boundary of other feature

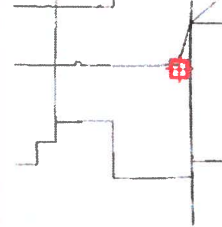
H. L. BRACKETT & ASSOCIATES, INC. 150 TOWNHALL DRIVE - P.O. BOX 217 LAUREL, MISSISSIPPI 39307		DATE: 12/15/2011 TIME: 10:00 AM PROJECT: 11-11-11-001
BOUNDARY & REPOSCITION SURVEY OF A PARCEL IN SECTION 18, TOWNSHIP 43 N, RANGE 24 E, HENRY COUNTY, FLORIDA		SHEET NO. 001 TOTAL SHEETS: 001 SCALE: AS SHOWN



**Dena R. Pittman, CFA**  
Hendry County Property Appraiser



Overview



Legend

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-
- Seven K Estates
- Wheeler Road
- Parcels
- Names
- Roads

Parcel ID 3 34 43 16 A00 0008.0000  
Sec/Twp/Rng 16-43-34  
Property Address S LOPEZ ST  
CLEWISTON

Prop ID 35630  
Class 0000 - VACANT RESIDENTIAL  
Acreage 0.77

Owner Address PIPER'S PROPERTIES LLC  
5520 DIVISION DR  
FORT MYERS, FL 33905

District 3  
Brief Tax Description CLEWISTON BEG NW COR OF SEC 16-E TO W LINE OF LOPEZ ST-S 1930 FT TO POB-S 360 FT-W 125 FT-N 360 FT-E  
125 FT TO POB EXC S 90 FT.77 AC  
(Note: Not to be used on legal documents)

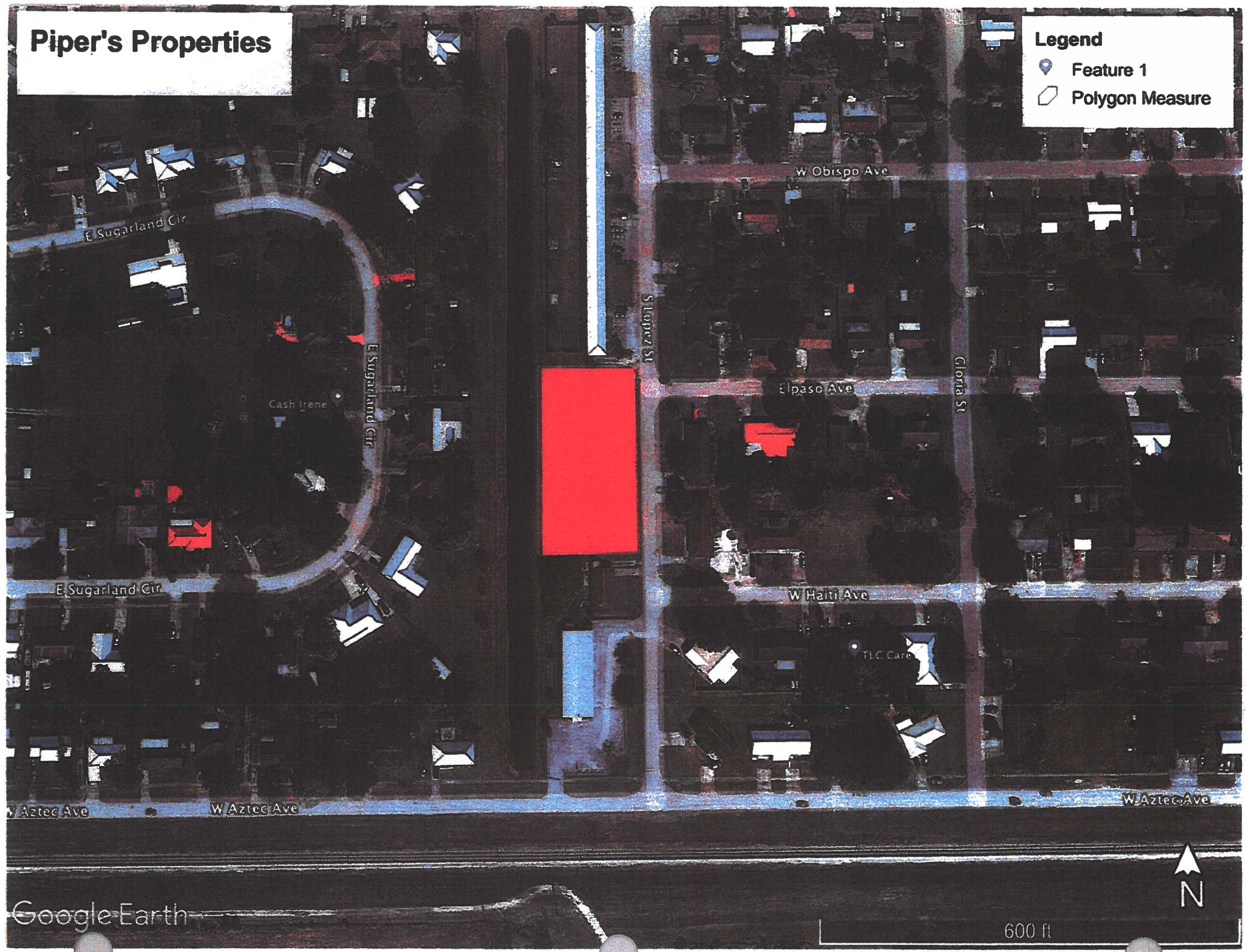
Date created: 12/28/2021  
Last Data Uploaded: 12/27/2021 9:59:52 PM

Developed by Schneider  
GEOSPATIAL

# Piper's Properties

**Legend**

- 📍 Feature 1
- 📐 Polygon Measure



Google Earth

600 ft



**General Information**

Owner	Piper's Properties LLC 5520 Division Drive Fort Myers, FL 33905
Agent	Derek Beck 863.673.1192
Site Address	S Lopez Street
Parcel Identification	3-34 43 16 A00 0008.0000

	Existing	Proposed
Future Land Use	Multi-Family – Two Family	Multi-Family – Two Family
Zoning	R-2 Two-Family (Duplex) Residential	R-3 Multiple-Family Residential
Use of Property	Vacant	Apartments
Acreage	0.77 acres	0.77 acres

**Legal Description of Subject Property**

A Parcel of land in the Northwest 1/4 of Section 16, Township 43 South, Range 34 East, Hendry County, and in the Corporate Limits of Clewiston, Florida, more particularly described as follows: From a point marking the intersection of the South right of way line of US Highway 27 with the West line of Lopez Street of the General Plan of Clewiston, Florida, run Southerly along said West line of Lopez Street a distance of 1,880.00 feet to the Point of Beginning; from the Point of Beginning, run Southerly along the West line of Lopez Street a distance of 360.00 feet; thence run Westerly on a producement Westward of the South line of Haiti Avenue a distance of 125.00 feet; thence run Northerly along the Easterly right of way line of Clewiston drainage district Lopez Street canal a distance of 360.00 feet; thence run Easterly on a producement Westward of the North line of El Paso Avenue a distance of 125.00 feet to the Point of Beginning. Less the South 90.00 feet of this described property.

**Request**

The Applicant is requesting a rezoning from R-2 Two-Family (Duplex) Residential to R-3 Multiple-Family Residential. The applicant wishes to build apartments rather than townhouses or duplexes.

**Future Land Use, Zoning, and Existing Uses on Surrounding Properties**

<b>North</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Apartments
<b>East</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Residential
<b>South</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Residential
<b>West</b>	Future Land Use	Single Family
	Zoning	R-10 Single Family Residential
	Existing Use	Single Family Homes

**Comprehensive Plan Analysis**

The subject property is west and across the street from single family residences. To the north, south and east are properties designated as multi-family two-family on the Future Land Use Map and have R-2 two-family (duplex) residential zoning. The subject property has a future land use of multi-family two-family and the land use designation accommodates R-3 zoning.

The following Future Land Use and Housing policies have been examined to determine comprehensive plan consistency.

**Future Land Use Element**

Policy 1.1.2: The City shall effectively regulate or prohibit those uses which are inconsistent with the community's character ensuring compatible land use patterns.

Policy 1.1.6: Development density/intensity standards in the City for purposes of this Comprehensive Plan shall not exceed the following maximum limits, pre gross acre:

Single Family	4 dwelling units per acre
Multi-Family	14 to 18 dwelling units per acre*
Mobile Home	8 dwelling units per acre
Residential dwelling units in mixed-use configurations within the:  Downtown Commercial District and US 27 Commercial Corridor District	Up to 18 dwelling units per acre (except that at least two dwelling units are permitted regardless of the resulting density) in addition to square footage allowed under maximum commercial floor area ratio

Commercial	Max. Floor Area Ratio of 1.0
Industrial	Max. Floor Area Ratio of 0.5
Public/Semi-Public	Not to exceed the most restrictive ground coverage requirement of adjacent uses

\* Land which has been divided prior to the adoption of the Comprehensive Plan may be developed at net densities as provided in the City's Land Development Code as long as the gross density of the Comprehensive Plan is not exceeded.

Objective 1.7 The City will continue to maintain a development character which is compact in form, orderly in its land use pattern, and diversified in its make up so as to ensure employment, affordable housing, a pleasant living environment, and cost-effective public services.

Policy 1.7.1: The City will encourage clustering of urban uses in locations where infrastructure facilities are available or where extensions and enlargements can be achieved efficiently without contributing to unnecessary services installed to serve a dispersed development pattern.

#### Housing Element

Policy 1.2.8: The City, through enforcement of adopted land development regulations, shall allow a full range of housing types with appropriate site improvements and public facilities to ensure the long term stability of the housing and healthful, safe living environments within residential districts.

The location of the subject property seems appropriate for the density allowed under the multi-family Future Land Use category shown in Future Land Use Element Policy 1.1.6. Further, the allowance of apartments at this site is consistent with the diversity of housing types as outlined in Housing Policy 1.2.8.

#### Concurrency Analysis

In analyzing concurrency impacts for the applicant's request, it is significant that the subject property is less than an acre (0.71), in size. Therefore, there is little difference in the concurrency impacts of development under R-3 versus R-2 zoning that would include water, sewer, and solid waste usage as well as traffic and public school impacts. The traffic and school concurrency increases would be very minimal.

#### Recommendation

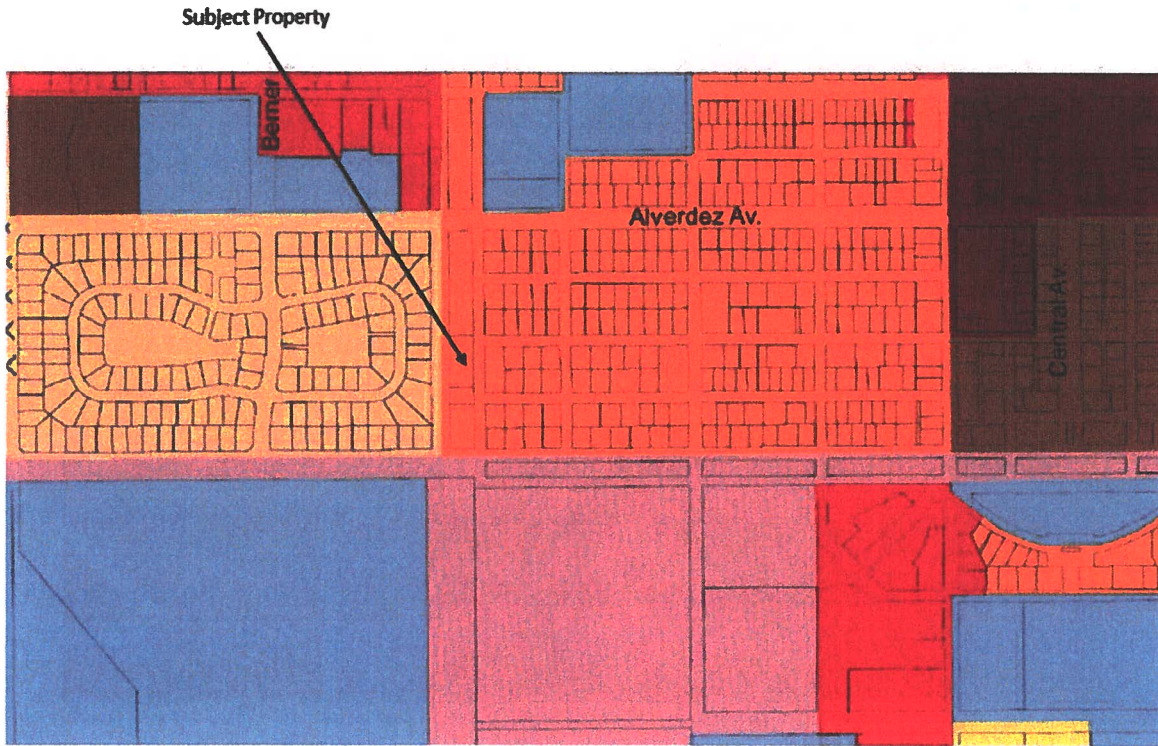
Based on the above analysis, staff recommends *approval* of the request to rezone the property from R-2 to R-3 with the understanding that the Applicant will be required to meet all Land Development Regulations as they pertain to the R-3 Zoning District.

Submitted by:

*James G. LaRue*

James G. LaRue, AICP  
March 3, 2022

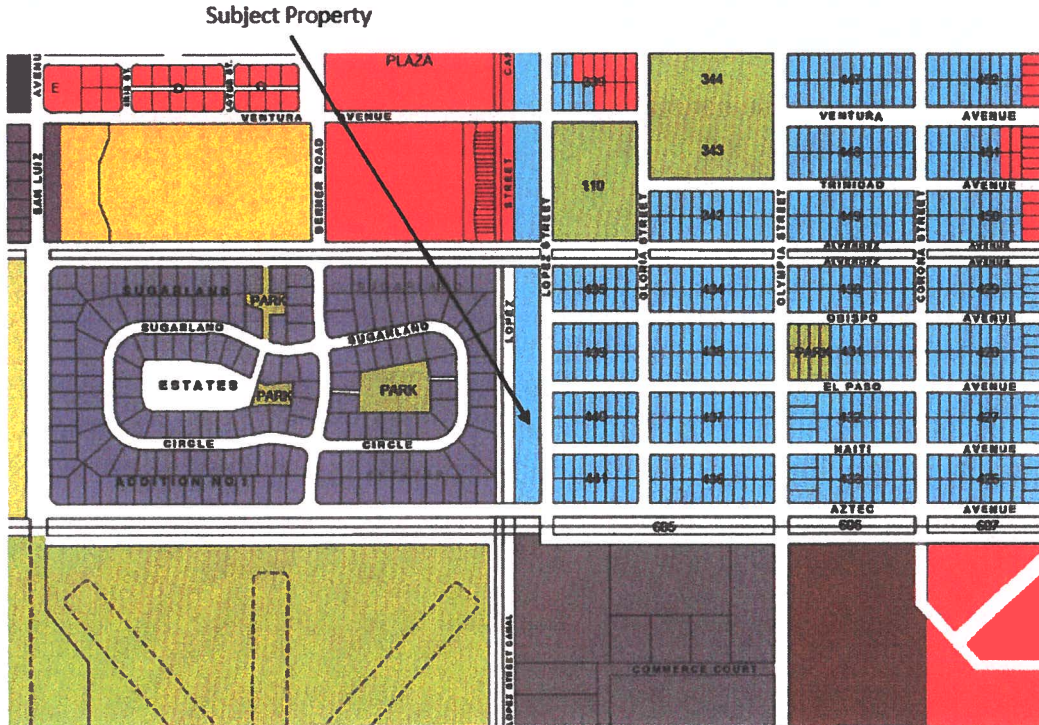
**FUTURE LAND USE  
SUBJECT SITE AND ENVIRONS**



**Legend**

-  Single-Family
-  Mobile Home
-  Multi-Family - Two Family
-  Multi-Family - Other
-  Gateway Mixed Use
-  US 27 Commercial Corridor District
-  Commercial
-  Downtown Commercial District
-  Industrial
-  Public/Semi-Public

### ZONING SUBJECT SITE AND ENVIRONS



**ZONING LEGEND**

- ZONE C
- ZONE CPID
- ZONE PUBLIC
- ZONE PUD
- ZONE R1-A
- ZONE R1-B
- ZONE R1-C
- ZONE R2
- ZONE R3
- ZONE RM-1
- ZONE RM-2
- ZONE I



**SUBJECT SITE AND ENVIRONS**





 CONSTRUCTION

 HOME SERVICES

 PROPERTIES &  
REAL ESTATE

 ROOFING



12/28/2021

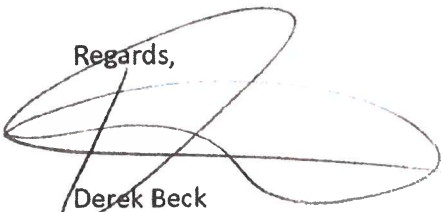
City of Clewiston  
121 Central Ave.  
Clewiston, FL 33440

RE: Statement of Use for Rezoning Application-  
Piper's Properties, S Lopez St.

To Whom It May Concern:

We are requesting the rezoning of a vacant parcel of land on S Lopez St. The parcel is currently zoned R-2 Residential Duplex Zoning. The proposed zoning is R-3 Residential Multi-family. The proposed use is apartments. The project would be identical in size and scope to the property that we developed and own at 710 S W.C. Owen Ave.

Regards,

  
Derek Beck  
Owner  
Piper's Properties LLC

## DIVISION 6. - R-2 TWO-FAMILY (DUPLEX) RESIDENTIAL DISTRICT

## Sec. 110-285. - Purpose.

The R-2 Two-Family Residential District is a residential district of medium population density providing for a maximum of two dwelling units per lot. The principal uses of land may include a mix of housing types, including single-family duplex apartments and townhouse development. The provisions of this district are intended to provide for the development of sites where a desirable density transition can be achieved between areas of contrasting character of development intensity. It is intended that this district accommodate a compatible development of residential uses at a higher density than single-family, but at no lower standards of quality.

(Code 1982, § 24-12(a); Code 1999, § 110-266; Ord. No. 94-01, pt. 1(24-12(a)), 12-19-1994)

## Sec. 110-286. - Permitted uses.

The permitted uses in the R-2 Two-Family Residential District are as follows:

- (1) Single-family dwelling and customary accessory buildings incidental thereto.
- (2) Townhouses and customary accessory structures incidental thereto.
- (3) Two-family (duplex) dwelling units and customary accessory structures incidental thereto.
- (4) Group homes, types I and II.
- (5) Churches, provided that the minimum side yard requirements equals twice the minimum side yard requirements of said district and minimum parking and landscaping requirements can be satisfied.
- (6) Kindergartens and day care centers, provided that a minimum outdoor play area of 100 square feet for each child enrolled shall be provided for on the premises, but not within the required front or side yard, and provided that such play area shall be shaded by canopies and/or shade trees and shall be enclosed with a continuous fence or wall having a minimum height of four feet.
- (7) Home occupations.
- (8) Public operated neighborhood parks and recreation areas.

(Code 1982, § 24-12(b); Code 1999, § 110-267; Ord. No. 94-01, pt. 1(24-12(b)), 12-19-1994)

## Sec. 110-287. - Lot and building requirements—Generally.

The principal building, accessory structures and other land uses in the R-2 Two-Family Residential District shall be located so as to comply with the following requirements:

	Duplex	Single-Family
Minimum lot area	9,500 sq. ft.	7,500 sq. ft.
Minimum lot width at building line:		
Interior	90 ft.	75 ft. 50 ft.*
Corner	100 ft.	85 ft.
Minimum front yard	25 ft.	25 ft.
Minimum side yard (interior)	10 ft.	10 ft.
Minimum side yard (corner)	20 ft.	20 ft.
Minimum rear yard	20 ft.	20 ft.
Minimum living area for residences	750 sq. ft.	900 sq. ft.
Minimum setback from lot line for accessory structures:		
Front	60 ft.	60 ft.
Rear	10 ft.	10 ft.
Side (interior)	7.5 ft.	7.5 ft.
Side (corner)	20 ft.	20 ft.

\* If an occupied single-family residence existed on the lot in the previous five years.

(Code 1982, § 24-12(c); Code 1999, § 110-268; Ord. No. 94-01, pt. 1(24-12(c)), 12-19-1994; Ord. No. 2017-04, § 1, 3-20-2017)

Sec. 110-288. - Same—Ground coverage.

The total ground coverage in the R-2 Two-Family Residential District shall not exceed 35 percent of the total area of any lot or building site.

(Code 1982, § 24-12(d); Code 1999, § 110-269; Ord. No. 94-01, pt. 1(24-12(d)), 12-19-1994)

Sec. 110-289. - Same—Townhouses.

A single townhouse unit, groups of townhouse units, and accessory structures in the R-2 Two-Family Residential District shall be so located and arranged so as to comply with the following requirements as applicable:

- (1) *Minimum site area density.* The minimum combined site area required for two townhouse units shall be 7,500 square feet; for each additional unit thereafter: 3,500 square feet shall be

provided.

(2) *Minimum lot size.* No townhouse lot shall be less than 2,000 square feet. No townhouse unit lot width shall be less than 20 feet. Where less than 100 percent of the townhouse lot is conveyed in fee simple then that portion not conveyed shall be conveyed to a property owners' association as stated below. If any portion of such lot or lots is not conveyed in fee simple title, it shall be held by either:

- a. The lot owners, provided each lot owner has an undivided interest in the common area. The individual interest in the common areas shall not be conveyed separately from the ownership of such lot.
- b. A property owners' association.
- c. A combination of subsection (1) or (2) of this section, the minimum area to be conveyed to an individual owner shall be not less than 100 percent of the total ground floor building area of the unit. Where 100 percent of the townhouse lot is conveyed in fee simple, then a homeowners' maintenance association shall be formed among the unit owners to ensure compliance with exterior area maintenance regulations as may be adopted by the association.

(3) *Setbacks.*

- a. Any townhouse group having not more than two units shall meet the following minimum yard setback requirements:

Minimum front yard	25 ft.
Minimum side yard (interior)	7.5 ft.
Minimum side yard (corner)	15 ft.
Minimum rear yard	15 ft.

- b. Any townhouse group having more than two units shall meet the following minimum yard requirements:

Minimum front yard	25 ft.
Minimum side yard (interior)	

	A townhouse having two party walls shall have no side interior yard requirements.	
	End units shall have a ten-foot side yard minimum.	
Minimum side yard (corner)	15 ft.	
Minimum rear yard	20 ft.	

(4) *Number of townhouse dwellings in a group.* Townhouses developed in a lateral configuration shall have no more than ten single-family units and shall be attached laterally in a series, provided that setback and/or architectural variation shall be provided among units within a series of more than five units.

(Code 1999, § 110-270; Ord. No. 94-01, pt. 1(24-12(d)), 12-19-1994)

Sec. 110-290. - Same—Maximum height of buildings.

No building in the R-2 two-family residential district shall be more than 25 feet in height with a maximum of two stories.

(Code 1982, § 24-12(e); Code 1999, § 110-271; Ord. No. 94-01, pt. 1(24-12(e)), 12-19-1994)

Secs. 110-291—110-313. - Reserved.

## DIVISION 7. - R-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

## Sec. 110-314. - Purpose.

- (a) The intent of the R-3 Multiple-Family Residential District is to provide for residential development of medium population density. The provisions of this district are intended to recognize that a certain amount of flexibility in multifamily living is desirable and that the district is designed to complement the requirements of low and high density multiple-family districts.
- (b) The provisions of this R-3 district are intended to provide for sites in logical locations after consideration of such factors as the following:
  - (1) The capacity and character of adjoining streets;
  - (2) The nature of surrounding uses; the proximity to large concentrations of employment or shopping; or
  - (3) Where a substantial amount of primarily vacant land exists or where smaller individual parcels of land can be feasibly assembled to form a single, larger parcel suitable for multiple-family developments.

(Code 1982, § 24-13(a); Code 1999, § 110-311; Ord. No. 94-01, pt. 1(24-13(a)), 12-19-1994)

## Sec. 110-315. - Permitted uses.

The permitted uses in the R-3 Multiple-Family Residential District are as follows:

- (1) Any use permitted in the R-1 and R-2 districts.
- (2) Apartments, condominiums, townhouses developed in accordance with requirements set forth in division 6 of this article, and other similar multifamily uses.
- (3) Group homes, types I, II and III.
- (4) Nursing and convalescent facilities when located on a collector or arterial street as designated on the future traffic circulation map of the comprehensive plan.
- (5) Churches.
- (6) Kindergartens and day care centers.
- (7) Home occupations.
- (8) Public parks.

(Code 1982, § 24-13(b); Code 1999, § 110-312; Ord. No. 94-01, pt. 1(24-13(b)), 12-19-1994)

## Sec. 110-316. - Lot and building requirements.

The principal building, accessory buildings and other land uses in the R-3 Multiple-Family Residential District shall be located so as to comply with the following requirements:

Minimum lot area	8,500 sq. ft.
Minimum lot width at building line	80 ft.
Minimum front yard	25 ft.
Minimum rear yard	20 ft.
Minimum side yard (interior)	20 ft.
Minimum setback from lot lines for accessory structures:	
Front	50 ft.
Side (interior)	10 ft.
Side (corner)	15 ft.
Rear	10 ft.

Single-family dwellings and accessory structures shall conform to minimum yard requirements of the R-2 Two-Family Residential District, section 110-287.

Townhouses and accessory structures shall conform to the minimum yard requirements of the R-2 Two-Family Residential District, section 110-289.

(Code 1982, § 24-13(c); Code 1999, § 110-313; Ord. No. 94-01, pt. 1(24-13(c)), 12-19-1994)

Sec. 110-317. - Ground coverage.

The total ground coverage in the R-3 Multiple-Family Residential District shall not exceed 40 percent of the total area of the lot or building site.

(Code 1982, § 24-13(d); Code 1999, § 110-314; Ord. No. 94-01, pt. 1(24-13(d)), 12-19-1994)

Sec. 110-318. - Maximum height of buildings.



No building shall in the R-3 Multiple-Family Residential District be more than 35 feet in height with a maximum of three stories. Accessory structures shall not exceed the maximum structure height permitted in the zoning district or the height of the principal structures, whichever is less.

(Code 1982, § 24-13(e); Code 1999, § 110-315; Ord. No. 94-01, pt. 1(24-13(e)), 12-19-1994)

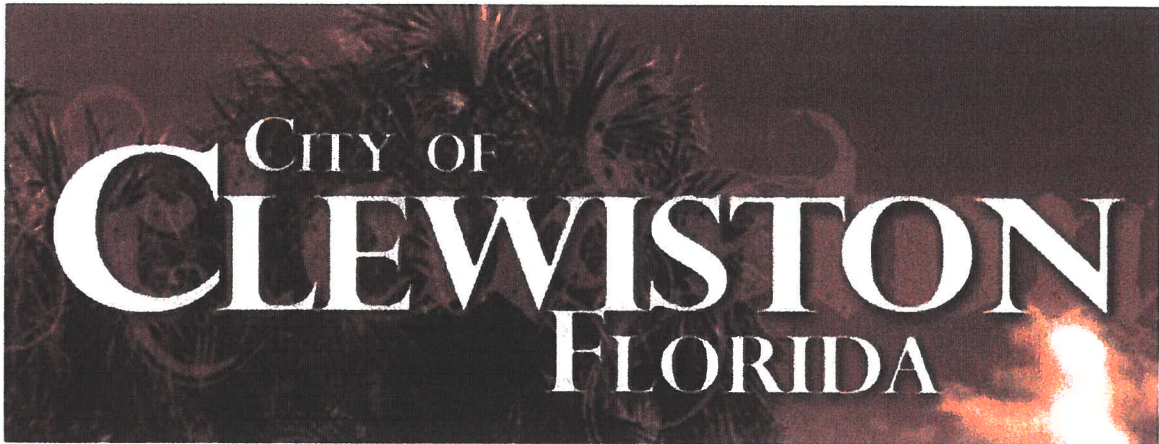
Sec. 110-319. - Density regulations.

Density requirements in the R-3 Multiple-Family Residential District shall be calculated as follows:

- (1) One dwelling unit: 8,500 square feet of land area.
- (2) Two dwelling units: 9,500 square feet of land area.
- (3) Three or more dwelling units: 9,500 square feet of land area for first three dwelling units, plus an additional 2,500 square feet of land area for each additional dwelling unit.

(Code 1982, § 24-13(g); Code 1999, § 110-316; Ord. No. 94-01, pt. 1(24-13(f)), 12-19-1994)

Secs. 110-320—110-341. - Reserved.



**Staff Report**  
**Rezoning Request**

*Prepared for: The City of Clewiston*  
*Applicant: Piper's Properties LLC*  
*Address: S Lopez Street*

**General Information**

Owner	Piper's Properties LLC 5520 Division Drive Fort Myers, FL 33905
Agent	Derek Beck 863.673.1192
Site Address	S Lopez Street
Parcel Identification	3-34 43 16 A00 0008.0000

	Existing	Proposed
Future Land Use	Multi-Family – Two Family	Multi-Family – Two Family
Zoning	R-2 Two-Family (Duplex) Residential	R-3 Multiple-Family Residential
Use of Property	Vacant	Apartments
Acreage	0.77 acres	0.77 acres

**Legal Description of Subject Property**

A Parcel of land in the Northwest 1/4 of Section 16, Township 43 South, Range 34 East, Hendry County, and in the Corporate Limits of Clewiston, Florida, more particularly described as follows: From a point marking the intersection of the South right of way line of US Highway 27 with the West line of Lopez Street of the General Plan of Clewiston, Florida, run Southerly along said West line of Lopez Street a distance of 1,880.00 feet to the Point of Beginning; from the Point of Beginning, run Southerly along the West line of Lopez Street a distance of 360.00 feet; thence run Westerly on a producement Westward of the South line of Haiti Avenue a distance of 125.00 feet; thence run Northerly along the Easterly right of way line of Clewiston drainage district Lopez Street canal a distance of 360.00 feet; thence run Easterly on a producement Westward of the North line of E1 Paso Avenue a distance of 125.00 feet to the Point of Beginning. Less the South 90.00 feet of this described property.

**Request**

The Applicant is requesting a rezoning from R-2 Two-Family (Duplex) Residential to R-3 Multiple-Family Residential. The applicant wishes to build apartments rather than townhouses or duplexes.

**Future Land Use, Zoning, and Existing Uses on Surrounding Properties**

<b>North</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Apartments
<b>East</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Residential
<b>South</b>	Future Land Use	Multi-Family – Two Family
	Zoning	R-2 Two-Family (Duplex) Residential
	Existing Use	Residential
<b>West</b>	Future Land Use	Single Family
	Zoning	R-1C Single Family Residential
	Existing Use	Single Family Homes

**Comprehensive Plan Analysis**

The subject property is west and across the street from single family residences. To the north, south and east are properties designated as multi-family two-family on the Future Land Use Map and have R-2 two-family (duplex) residential zoning. The subject property has a future land use of multi-family two-family and the land use designation accommodates R-3 zoning.

The following Future Land Use and Housing policies have been examined to determine comprehensive plan consistency.

**Future Land Use Element**

Policy 1.1.2: The City shall effectively regulate or prohibit those uses which are inconsistent with the community's character ensuring compatible land use patterns.

Policy 1.1.6: Development density/intensity standards in the City for purposes of this Comprehensive Plan shall not exceed the following maximum limits, pre gross acre:

Single Family	4 dwelling units per acre
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Residential dwelling units in mixed-use configurations within the:  Downtown Commercial District and US 27 Commercial Corridor District	Up to 18 dwelling units per acre (except that at least two dwelling units are permitted regardless of the resulting density) in addition to square footage allowed under maximum commercial floor area ratio

Commercial	Max. Floor Area Ratio of 1.0
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\* Land which has been divided prior to the adoption of the Comprehensive Plan may be developed at net densities as provided in the City's Land Development Code as long as the gross density of the Comprehensive Plan is not exceeded.

Objective 1.7 The City will continue to maintain a development character which is compact in form, orderly in its land use pattern, and diversified in its make up so as to ensure employment, affordable housing, a pleasant living environment, and cost-effective public services.

Policy 1.7.1: The City will encourage clustering of urban uses in locations where infrastructure facilities are available or where extensions and enlargements can be achieved efficiently without contributing to unnecessary services installed to serve a dispersed development pattern.

### Housing Element

Policy 1.2.8: The City, through enforcement of adopted land development regulations, shall allow a full range of housing types with appropriate site improvements and public facilities to ensure the long term stability of the housing and healthful, safe living environments within residential districts.

The location of the subject property seems appropriate for the density allowed under the multi-family Future Land Use category shown in Future Land Use Element Policy 1.1.6. Further, the allowance of apartments at this site is consistent with the diversity of housing types as outlined in Housing Policy 1.2.8.

### Concurrency Analysis

In analyzing concurrency impacts for the applicant's request, it is significant that the subject property is less than an acre (0.71), in size. Therefore, there is little difference in the concurrency impacts of development under R-3 versus R-2 zoning that would include water, sewer, and solid waste usage as well as traffic and public school impacts. The traffic and school concurrency increases would be very minimal.

### Recommendation

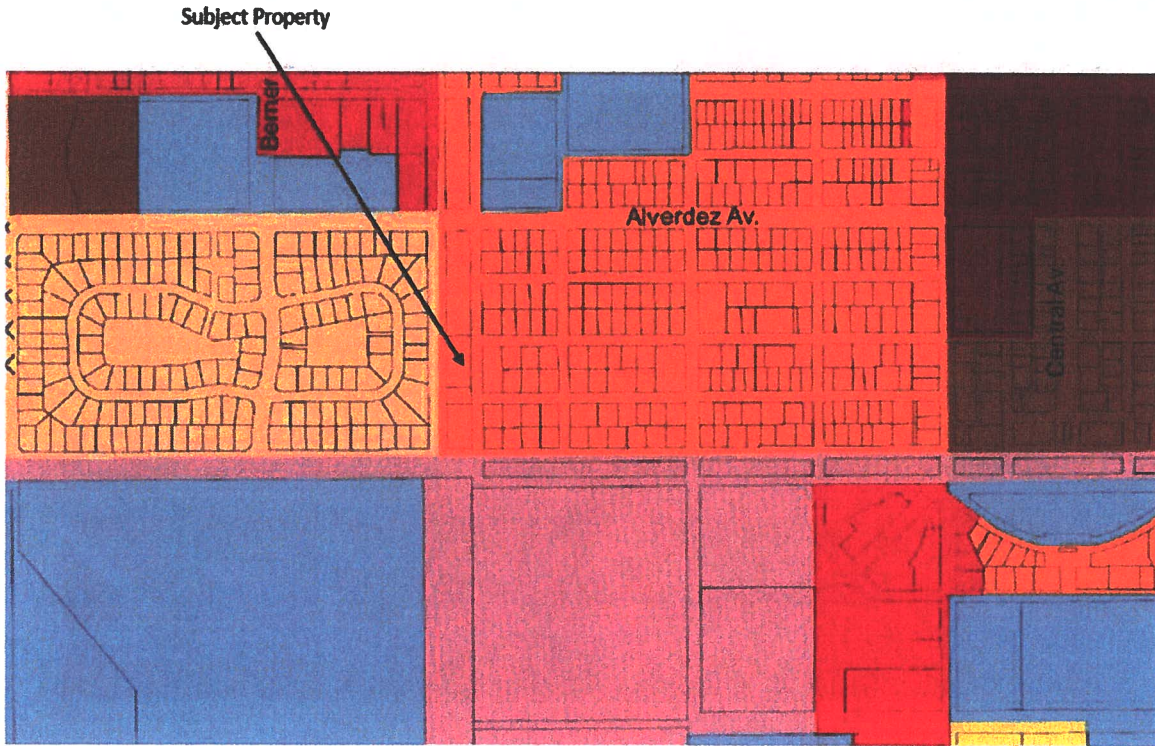
Based on the above analysis, staff recommends **approval** of the request to rezone the property from R-2 to R-3 with the understanding that the Applicant will be required to meet all Land Development Regulations as they pertain to the R-3 Zoning District.

Submitted by:

*James G. LaRue*

James G. LaRue, AICP  
March 3, 2022

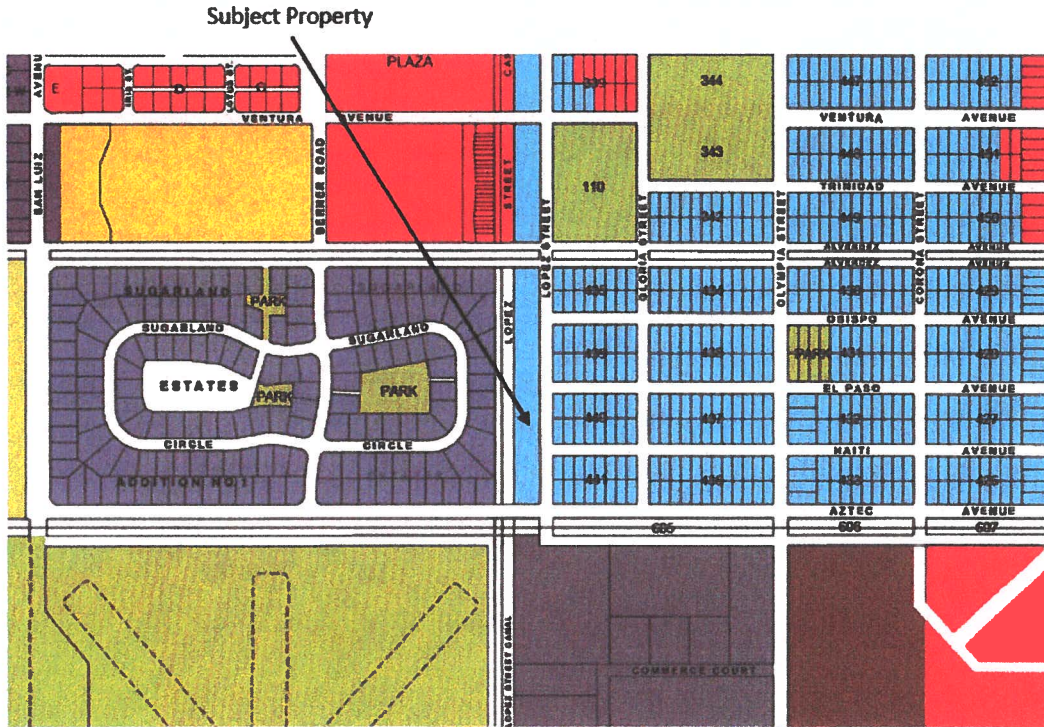
**FUTURE LAND USE  
SUBJECT SITE AND ENVIRONS**



**Legend**

-  Single-Family
-  Mobile Home
-  Multi-Family - Two Family
-  Multi-Family - Other
-  Gateway Mixed Use
-  US 27 Commercial Corridor District
-  Commercial
-  Downtown Commercial District
-  Industrial
-  Public/Semi-Public

**ZONING  
SUBJECT SITE AND ENVIRONS**



**ZONING LEGEND**

- ZONE C
- ZONE CPID
- ZONE PUBLIC
- ZONE PUD
- ZONE R1-A
- ZONE R1-B
- ZONE R1-C
- ZONE R2
- ZONE R3
- ZONE RM-1
- ZONE RM-2
- ZONE I

**SUBJECT SITE AND ENVIRONS**







WALVERDEZ AVE

WALVERDEZ AVE

WOBISPO AVE

GLORIA ST

WELPASO AVE

E SUGARLAND CIR

WHAITI AVE

S LOPEZ ST

WAZTECAVE


189 ft

PROPERTY 35630 R RES 10/25/2015 OWNER ID: PIPER'S PROPERTIES LLC  
 Legal Description 225009 5520 DIVISION DR  
 CLEWISTON BEG NW COR OF SEC 16-E TO W LINE OF FORT MYERS, FL 33905  
 LOPEZ ST-S 1930 FT TO POB-S 360 FT-W 125 FT-N 360 FT-E 125 FT TO POB EXC S 90 FT .77 AC

TAX AREA:	15C	IMPROVEMENT VALUE	0
*35630*		LAND MARKET	+ 61,965
		TOTAL MARKET VALUE	= 61,965
ACRES: 0.7700		AG VALUE	= 0
APPR VAL METHOD: Cost		PRODUCTIVITY LOSS	= 0
SOH %: 0.00		ASSESSED VALUE	= 58,806
NSOH 54 %: 100.00		EXEMPTION VALUE	=
NSOH 55 %: 0.00		TAXABLE VALUE	= 58,806

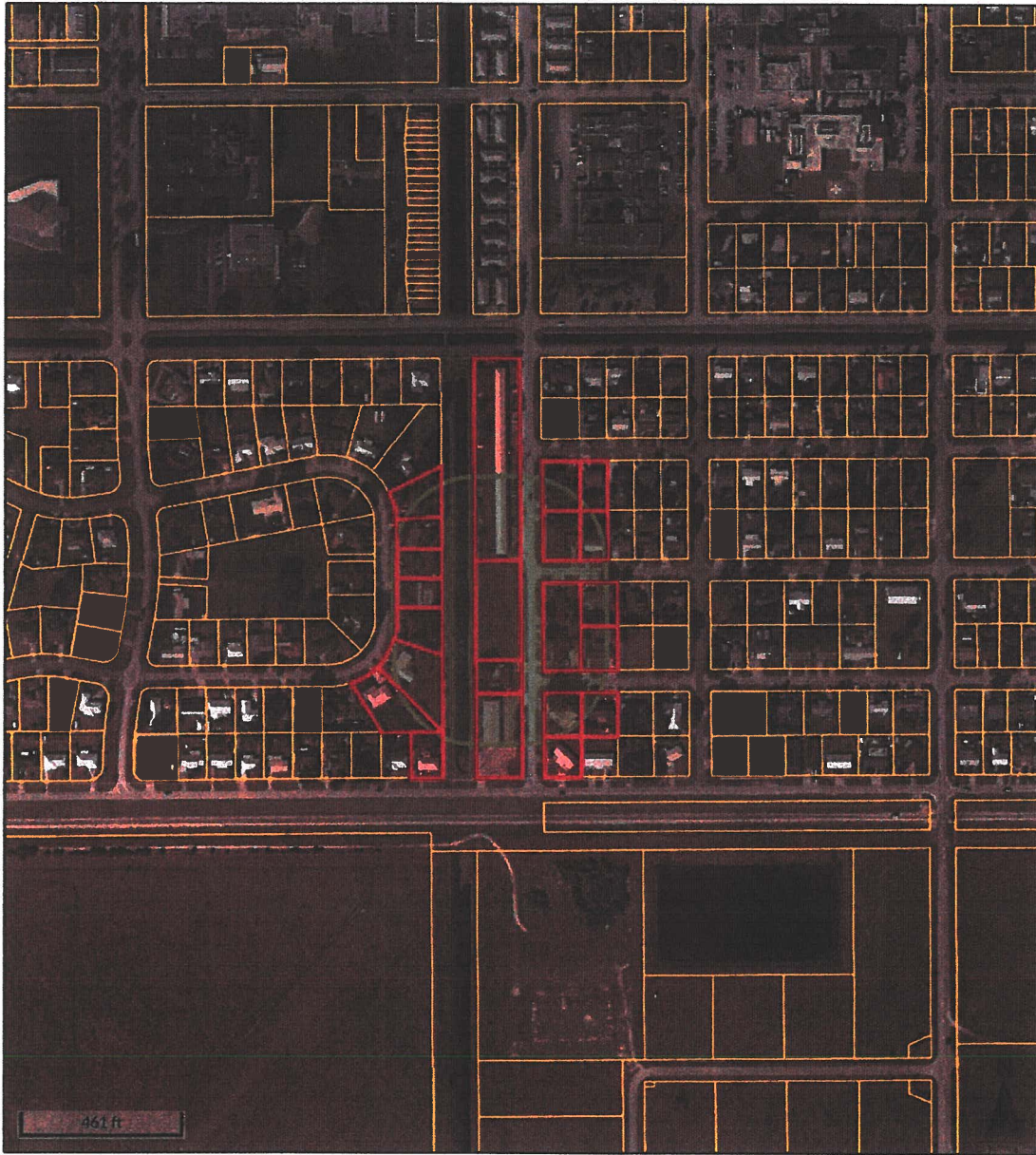
3 34 43 16 A00 0008.0000 Map ID: 7-16  
 SITUS S LOPEZ ST CLEWISTON, FL 33440

DBA:

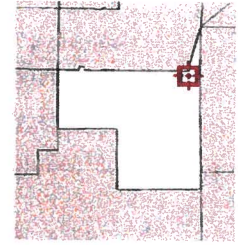
GENERAL										SKETCH INFORMATION										EXEMPTIONS		
UTILITIES	LAST APPR.		LP							[Sketch Information Area]												
TOPOGRAGPHY	LAST APPR. YR		2021																			
ROAD ACCESS	LAST INSP. DATE		11/02/2020																			
ZONING	CL-R2	NEXT INSP. DATE																				
PRIMARY USE	0000	# OF IMPRV																				
NEXT REASON																				PICTURE		
REMARKS																				 <p>11/2/20, 10:43:04 AM 35630</p>		
BUILDING PERMITS																						
ISSUE/DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL																		
01/07/2005	EL		1	0																		
SALES INFORMATION																						
SALE DT	PRICE	GRANTOR	DEED INFO																			
04/28/2021	113,500	HARE SANDRA P	WD / 0998 / 1415																			
05/12/1999	100	HARE SANDRA D	CR / 0586 / 0771																			
07/27/1995	100	PERKINS SARAH D	WD / 0525 / 0983																			
REGION										IMPROVEMENT VALUATION										IMPROVEMENT FEATURES		
#	TYPE	SHAPE	MTHD	CLASS/SUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC			COMP
REGION										LAND VALUATION										PRODUCTIVITY VALUATION		
LA DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	MS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ LAND	ADJ SRC	MKT VAL	AG	ACRES	AG USE	AG TAB	AG UNIT PR	AG VALUE			
1 VACANT RESIDENTIAL	CL-R20000			SPECIAL	Y	FF-W	270 00X	125.00	90.00	24,300	1.00	2.55 A	61,965	N				0.00	0			
Land Total										61,965										0		
										33750 0000										0		
										61,965												



**Dena R. Pittman, CFA**  
 Hendry County Property Appraiser



**Overview**



**Legend**

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-
- Seven K Estates
- Wheeler Road
- Parcels
- County Outlines
- <all other values>
- Hendry

Date created: 3/10/2022  
 Last Data Uploaded: 3/9/2022 10:18:06 PM

Developed by Schneider  
 GEOSPATIAL

## PUBLIC NOTICE

Notice is hereby given that the Planning and Zoning Board of the City of Clewiston, Florida, will hold a meeting on **Monday April 11, 2022 at 5:30pm**, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. Included in the agenda will be the following request:

- 1) A request for a zoning change for the property located on South Lopez indicated on map below outlined in red from R-2 Two-Family Residential District to R-3 Multi-Family Residential District.

The City Commission will hold a **PUBLIC HEARING** to consider the recommendation of the Planning & Zoning Board and take action on the request on **Monday April 18, 2022 at 5:00pm** in the City Hall Commission Chambers.

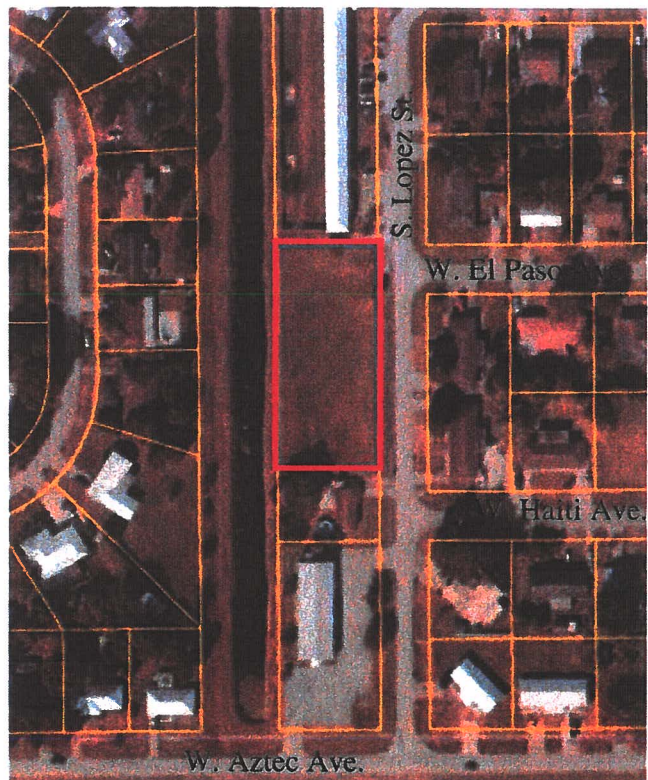
All citizens and interested parties are encouraged to attend the Planning and Zoning Board meeting and the City Commission public hearing. City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 983-1484, extension 227, or FAX (863) 983-4055 for information or assistance.

All persons interested may appear and be heard. 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 Planning and Zoning Board 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.

CITY OF CLEWISTON,  
FLORIDA

Travis Reese  
Community Development Director



**CITY OF CLEWISTON**  
121 CENTRAL AVENUE  
CLEWISTON, FLORIDA 33440

**TELEPHONE**  
863-983-1500

**FACSIMILE**  
863-983-1430

March 10, 2022

To all Property Owners:

You are receiving this notification because a neighboring parcel that is within 200 feet of your property has requested to have their property located on South Lopez indicated in red on the map attached to be rezoned from R-2 Two-family Residential District to R-3 Multi-family Residential District.

A regular meeting of the Planning and Zoning Board is scheduled for **Monday April 11th, 2022, at 5:30 p.m.**, in the Commission Room located in City Hall at 115 West Ventura Avenue, Clewiston, Florida. The Board will consider the application for a zoning change for the property on South Lopez from R-2 Two-family Residential District to R-3 Multi-family Residential District.

The City Commission public hearing will be held on **Monday April 18th, 2022, at 5:00 p.m.** in the Commission Room at City Hall.

All persons interested may appear and be heard concerning the granting or denying of the request. Enclosed is a copy of the Public Notice with a map showing the exact location of the property of the purposed zoning change.

If you have any questions, please call the Community Development Department at 863-983-1500.

Sincerely,

Hope Wojack  
Planning Assistant  
Community Development  
121 Central Ave.  
Clewiston, FL 33440  
863-983-1500 ext. 401



**Dena R. Pittman, CFA**  
Hendry County Property Appraiser

**Parcel Results**

22 Results

Show Property Photos

Parcel ID	Prop ID	Owner	Property Address	Homestead	Map
<a href="#">33443010100439-004.0</a>	34389	GURGANIOUS BROOKLYNN HERRERA JOSE A	621 W EL PASO AVE	Y	<a href="#">Map</a>
<a href="#">33443010100439-006.0</a>	34390	ROLMAR RENTALS LLC	616 S LOPEZ ST	N	<a href="#">Map</a>
<a href="#">33443010100439-008.0</a>	34391	GREEN CHARLES H GREEN FLORA W GRAHAM GEORGE C & CYNTHIA	606 S LOPEZ ST	Y	<a href="#">Map</a>
<a href="#">33443010100439-010.0</a>	34392	HATCHER NATHANIEL & JUDY	620 W OBISPO AVE	Y	<a href="#">Map</a>
<a href="#">33443010100440-005.0</a>	34398	617 WEST HAITI LLC	617 W HAITI AVE	N	<a href="#">Map</a>
<a href="#">33443010100440-007.0</a>	34399	702 SOUTH LOPEZ LLC	714 S LOPEZ ST	N	<a href="#">Map</a>
<a href="#">33443010100440-011.0</a>	34400	POTTS TIMOTHY W	618 W EL PASO AVE	N	<a href="#">Map</a>
<a href="#">33443010100441-007.0</a>	34406	PANIAGUA INC	629 W AZTEC AVE	N	<a href="#">Map</a>
<a href="#">33443010100441-009.0</a>	34407	MALDONADO LUIS	626 W HAITI AVE	N	<a href="#">Map</a>
<a href="#">33443010100441-011.0</a>	34408	BEDOLLA JAVIER & ENEDINA	620 W HAITI AVE	Y	<a href="#">Map</a>
<a href="#">3344302500000A-019.0</a>	35293	LOPEZ MARIO	117 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-020.0</a>	35294	MCLEOD PATTY R L/E MCLEOD JOHN A JR MCLEOD SARA ELIZABETH	119 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-021.0</a>	35295	VIVES CAMILO & JOANN L	222 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-022.0</a>	35296	MARTINEZ MARTIN & CIRILA	220 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-023.0</a>	35297	LLOSSAS JOSEFINA	218 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-024.0</a>	35298	MORROW DONALD L & DIANNE C	216 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-025.0</a>	35299	ACOSTA BEATRICE	214 E SUGARLAND CIR	Y	<a href="#">Map</a>
<a href="#">3344302500000A-042.0</a>	35316	JARVIS CHRISTOPHER D & BRITTANY N	801 W AZTEC AVE	Y	<a href="#">Map</a>
<a href="#">3344316A000008.0000</a>	35630	PIPER'S PROPERTIES LLC	S LOPEZ ST	N	<a href="#">Map</a>
<a href="#">3344316A000008.0100</a>	35631	LAKE SHORE VILLAS LLC	550 S LOPEZ ST	N	<a href="#">Map</a>
<a href="#">3344316A000008.0200</a>	35632	IGLESIA PENTECOSTAL CAMINO A LA GLORIA INC A/D	851 S LOPEZ ST	N	<a href="#">Map</a>
<a href="#">3344316A000008.0300</a>	35633	INVERSIONISTAS PUNTO AZUL INC	715 S LOPEZ ST	N	<a href="#">Map</a>

**Data Field Export**

22 Results

Select export file format:

Excel (.xlsx)

Download

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation.

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Last Data Upload: 3/9/2022, 10:18:06 PM

Version 2.3.178



**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 4**  
**Commission Meeting Date: April 18, 2022**

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**Subject: Resolution No. 2022-024**

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1. **Background/History:** Resolution No. 2022-024 authorizes an application to the U.S. Congress for a Congressional Appropriation Request for community project funding to improve and expand the City's existing Wastewater Treatment Plant.
2. **Financial Impact:** \$13,507,000 to be funded by a Congressional Appropriation if approved
3. **Attachment(s):**
  - a. Resolution No. 2022-024
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-024.

**RESOLUTION NO. 2022-024**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING AN APPLICATION TO THE U.S. CONGRESS FOR A CONGRESSIONAL APPROPRIATION FOR COMMUNITY PROJECT FUNDING TO IMPROVE AND EXPAND THE EXISTING CITY OF CLEWISTON MAINTAINED WASTEWATER TREATMENT PLANT (WWTP); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the U.S. Congress through its Appropriations Committee has been authorized to receive Community Project Funding requests from Members of Congress to provide funds to municipalities for eligible categories of funding; and

**WHEREAS**, Congressman Mario Diaz-Balart through his staff has advised the City of Clewiston of this funding opportunity and the requirements necessary for submission of a Congressional Appropriation request for the Congressman's consideration; and

**WHEREAS**, the City has previously authorized funding in the total amount of \$6.1 million for necessary wastewater system improvements to comply with the terms of a Consent Order Decree between the State of Florida and City of Clewiston; and,

**WHEREAS**, if approved, the requested funds from the Congressional Appropriation will be utilized for WWTP improvements necessary to satisfy the remaining consent order requirements and meet other wastewater system needs of the City; and,

**WHEREAS**, the City Commission of the City of Clewiston wishes to authorize the application for the Congressional Appropriation to complete in a timely manner, in its entirety, this important infrastructure priority project which is critical to the City's continued ability to meet demand and provide for economic expansion opportunities.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Clewiston, Florida, that:

**SECTION 1.** The City Commission of the City of Clewiston hereby authorizes the application for the Congressional Appropriation in the amount of \$13,507,000 to provide funding for the WWTP Rehabilitation Improvements and Expansion Project to address the overall condition, safety, environmental compliance, functionality and resiliency of the community's lone WWTP facility which serves the entire city limits and substantial areas located outside the City within unincorporated portions of Hendry County.



**SECTION 2.** The City Manager is authorized and directed to complete and submit the necessary application documents including this resolution on behalf of the City.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** in open session this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

(MUNICIPAL SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 5**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Resolution No. 2022-025**

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- 1. Background/History:** Resolution No. 2022-025 approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARX79, Financial Project No. 413632-1-88-01 between the State of Florida, Department of Transportation and the City of Clewiston setting the compensation to the City for the maintenance of traffic signals and other devices for FY 2022/2023.
- 2. Financial Impact:** \$24,214
- 3. Attachment(s):**
  - a. Resolution No. 2022-025
  - b. FDOT Amendment to the Traffic Signal Maintenance and Compensation Agreement with Exhibit A attached
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-025.

**RESOLUTION NO. 2022-025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION CONTRACT AGREEMENT NO. ARX79 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLEWISTON, WHICH PROVIDES A NEW EXHIBIT "A".**

**WHEREAS**, the State of Florida Department of Transportation ("FDOT") and the City of Clewiston ("City") entered into Traffic Signal Maintenance and Compensation Contract Agreement No. ARX79 on July 16, 2015; and

**WHEREAS**, the City agreed to maintain all the traffic signals and other devices located on the State Highway System within the jurisdictional boundaries of the City of Clewiston; and

**WHEREAS**, FDOT agreed to pay the City an annual compensation amount agreed upon by both parties prior to the beginning of each fiscal year for the maintenance of all traffic signals and other devices located on the State Highway System within the jurisdictional boundaries of the City and issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year; and

**WHEREAS**, the parties now wish to adopt a new Exhibit "A" to the Traffic Signal Maintenance and Compensation Agreement for Fiscal Year 2022/2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:**

**SECTION 1.** The attached Amendment to the Traffic Signal Maintenance and Compensation Agreement with Exhibit "A" is approved.

**SECTION 2.** The Mayor is hereby authorized and directed to sign the Amendment and Exhibit "A" on behalf of the City.

**PASSED AND ADOPTED** in open session this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

750-010-24  
TRAFFIC OPERATIONS  
06/16  
Page 1 of 1

CONTRACT NO. ARX79  
FINANCIAL PROJECT NO. 413632-1-88-01  
F.E.I.D. NO. F596000291014  
AMENDMENT NO. \_\_\_\_\_

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the City of Clewiston, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on July 16, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF CLEWISTON, Florida  
(Maintaining Agency)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Kristine Petersen

Title: Mayor

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Mark Mathes, P.E.

Title: District Traffic Operations Engineer

Legal Review: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-101-22  
 TRAFFIC OPERATIONS  
 04/15  
 Exhibit A Page 1 of 1

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2023

Effective Date: 7/1/2022 To: 6/30/2023

Maintaining Agency: Clewiston

Contract: ARX79

Intersection Locations	ID #	Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 25/US 27 FRANCISCO ST	173	\$ 3,670								\$ 119	\$ 3,789
SR 25/US 27 SAN PEDRO ST/CIRCLE DR	174	\$ 3,670								\$ 119	\$ 3,789
SR 25/US 27 BOND ST/ROYAL PALM AVE	175	\$ 3,670								\$ 119	\$ 3,789
SR 25/US 27 WC OWENS AVE	176	\$ 3,670								\$ 119	\$ 3,789
SR 25/US 27 W CIRCLE DR/OLYMPIA ST	177	\$ 3,670								\$ 119	\$ 3,789
SR 25/US 27 N BERNER RD	178	\$ 3,670								\$ 119	\$ 3,789
US 27 NB East of Francisco	F 86							\$ 370			\$ 370
US 27 NB East of Francisco	F 87							\$ 370			\$ 370
US 27 SB East of Lewis Blvd	F 88							\$ 370			\$ 370
US 27 SB East of Lewis Blvd	F 89							\$ 370			\$ 370
											\$ -
											\$ -
<b>Total Lump Sum *</b>											<b>\$ 24,214</b>

\* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 24,214.00

Maintaining Agency Kristine Petersen, Mayor

Date

District Traffic Operations Engineer

Date

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 6**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Resolution No. 2022-026**

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- 1. Background/History:** Resolution No. 2022-026 approves the extension of the 2017 lease of the 220.5 acre parcel of real property located in Section 28, Township 43 South, Range 43 East, Section 33, Township 43 South, Range 34 East and Section 33, Township 43 South, Range 34 East, Hendry County, Florida, to Forage Management, LLC.
- 2. Financial Impact:** \$16,900
- 3. Attachment(s):**
  - a. Resolution No. 2022-026
  - b. Lease agreement (extended February 1, 2022 – January 31, 2027)
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-026.

**RESOLUTION NO. 2022-026**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE  
EXTENSION OF THE 2017 LEASE AGREEMENT BETWEEN THE CITY OF  
CLEWISTON AND FORAGE MANAGEMENT, LLC.**

**WHEREAS**, the City of Clewiston and Forage Management, LLC entered into an agreement for the lease of a 220.5 acre parcel of real property located in Section 28, Township 43 South, Range 43 East, Section 33, Township 43 South, Range 34 East and Section 33, Township 43 South, Range 34 East, Hendry County, Florida on February 1, 2017; and

**WHEREAS**, the City of Clewiston and Forage Management, LLC desire to extend the existing lease agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, that:**

**SECTION 1.** The attached Lease (extended February 1, 2022 – January 31, 2027) is hereby approved.

**SECTION 2.** The Mayor is authorized and directed to sign the Lease.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

**LEASE**

**Extended February 1, 2022 - January 31, 2027**

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, 2022, 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, 2022 and ending at the end of the day of January 31, 2027 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, 2026.

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](mailto: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 \_\_\_\_\_.

City of Clewiston, Florida

CITY OF CLEWISTON

ATTEST:

By: \_\_\_\_\_  
Kristine Petersen, Mayor

\_\_\_\_\_  
Mary K. Combass, City Clerk

(MUNICIPAL SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Dylan J. Brandenburg,  
City Attorney

EXECUTED BY LESSEE ON \_\_\_\_\_.

FORAGE MANAGEMENT, LLC

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed name and title)

**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 7**  
**Commission Meeting Date: April 18, 2022**

---

**Subject: Resolution No. 2022-027**

---

- 1. Background/History:** Resolution No. 2022-027 approves the 1<sup>st</sup> Amendment to the Continuing Agreement for Professional Services, Dated October 20, 2020, Between Stantec Consulting Services, Inc. and the City of Clewiston pertaining to indemnification of the Florida Department of Transportation (FDOT).
- 2. Financial Impact:** Unknown
- 3. Attachments:**
  - a. Resolution No. 2022-027
  - b. 1<sup>st</sup> Amendment to the Continuing Agreement for Professional Services, dated October 20, 2020, between Stantec Consulting Services, Inc. and the City of Clewiston Pertaining to Indemnification of the Florida Department of Transportation (FDOT)
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-027 subject to approval by Stantec Consulting Services, Inc.'s legal department.

**RESOLUTION NO. 2022-027**

**A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE 1ST AMENDMENT TO THE CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES, DATED OCTOBER 20, 2020, BETWEEN STANTEC CONSULTING SERVICES, INC. AND THE CITY OF CLEWISTON PERTAINING TO INDEMNIFICATION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).**

**WHEREAS**, the City and Clewiston and Stantec Consulting Services, Inc. entered into a Continuing Agreement for Professional Services on October 20, 2020 for special engineering services; and

**WHEREAS**, certain amendments to Article 3.00 of the agreement are necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The Mayor is hereby authorized to execute the attached Amendment to the Continuing Agreement for Professional Services, Dated October 20, 2020, Between Stantec Consulting Services, Inc. and the City of Clewiston.

**PASSED AND ADOPTED** in open session this 18<sup>th</sup> day of April, 2022.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**Kristine Petersen, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

**1<sup>ST</sup> AMENDMENT TO THE  
CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES, DATED OCTOBER 20<sup>TH</sup> 2020,  
BETWEEN STANTEC CONSULTING SERVICES, INC. AND THE CITY OF CLEWISTON  
PERTAINING TO INDEMNIFICATION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**

---

**WHEREAS**, certain amendments are necessary to the Stantec CEI contract.

**STANTEC CONSULTING SERVICES, INC.**, and the **CITY OF CLEWISTON** agree to the following amendments to the October 20<sup>th</sup>, Continuing Agreement for Professional Services (“Agreement”).

**SECTION 1.** ARTICLE 3.00, OBLIGATIONS OF THE CONSULTANT, paragraph 3.06, INDEMNITY, is hereby modified to read as follows:

For and in consideration of receipt of \$10.00 and other good and valuable consideration, which is included in the amount paid to CONSULTANT in Article 5.00, CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, and, if the work involves work on State roads, or work funded by the State, the State of Florida Department of Transportation and its employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

To the extent provided by law, the CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the City for the negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the City to indemnify the Department for the negligent

acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

**SECTION 2.** All Articles and paragraphs of the Agreement which are not specifically mentioned in this Amendment remain in full force and effect.

**WHEREFORE,** the parties have set their authorized signatures on the dates set forth next to each.

ATTEST:

CITY OF CLEWISTON

BY: \_\_\_\_\_  
Mary K. Combass, City Clerk

BY: \_\_\_\_\_  
Kristine Petersen, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Dylan J. Brandenburg  
City Attorney

STANTEC CONSULTING SERVICES, INC.

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF CLEWISTON**  
**City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 8**  
**Commission Meeting Date: April 18, 2022**

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**Subject: Commission Discussion Regarding the Appointment of Two Members to the Firefighter Pension Board**

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1. **Background/History:** The City Commission adopted Ordinance No. 2022-03 creating a new “Firefighters Retirement System” under Chapter 2, Article IV of the City of Clewiston Code of Ordinances. This ordinance creates a firefighter pension program whereby the City will receive state collected taxes, imposed on property and casualty insurance premiums, with which to fund this pension program for Clewiston firefighters. In exchange for receipt of these funds, the Legislature has established certain criteria under which the funds must be operated and managed. This ordinance meets the minimum criteria adopted in Chapter 175 of the Florida Statutes.

The City Commission adopted Ordinance No. 2021-04 which took effect October 1, 2021 capturing the existing tax revenue levied in the amount of 1.85% of the gross amount of receipts on all premiums collected on property insurance within the City.

It is now necessary to create a Firefighter Pension Board or Board of Trustees to administer the proper operation of the Firefighters Retirement System. The Board shall consist of five (5) Trustees, two (2) of whom shall be legal residents of the City of Clewiston who shall be appointed by the City Commission; two (2) of whom shall be full-time firefighter members of the System who shall be elected by a majority of the firefighters who are members of the System; and one (1) who shall be chosen by a majority of the four Trustees.

At the March 28, 2022 Commission Workshop, Manager Martin recommended the Commission appoint Finance Director Shari Howell as one of the members of the five member board. The City advertised notice of the board appointment to the public asking those interested in serving to contact the City Clerk. The following individuals have expressed that they are willing to serve if selected: Jerry Cochrane, Chuck Pelham and Jeff Smith. Note: All individuals are eligible as city residents.

2. **Financial Impact:** None
3. **Attachments:** None

4. **Actions/Options/Recommendations:** Recommended motion is to appoint Finance Director Shari Howell and one other city resident to the Firefighter Pension Board.

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF APRIL 18, 2022**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	<b>ACTION</b>	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	<b>ACTION</b>	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
3	1.27.20	<b>ACTION</b>	Storm Shutters Ordinance Review	X	Workshop May 2022		Staff review/recommendations
4	1.27.20	<b>ACTION</b>	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	<b>ACTION</b>	US 27 Corridor Ordinance Review	X	Workshop May 2022		Staff review underway
6	2.17.20	<b>ACTION</b>	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
7	4.20.20	<b>ACTION</b>	Review water and sewer rates for “Out of City” and “Out of County” customers including bulk customers	X	Workshop TBD 2022		
8	7.20.20	<b>ACTION</b>	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 2022		
9	7.20.20	<b>ACTION</b>	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF APRIL 18, 2022**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	7.20.20	AGENDA	Outstanding Liens (particularly for non-homestead properties)		March 28, 2022	X	Monitoring and reporting will continue
11	7.20.20	AGENDA	Review Berner Road and Other Stop Sign Locations			X	
12	7.20.20	ACTION	Discussion Regarding Old Police Dept. Building – evaluate options		Workshop March 28, 2022		Evaluation/ recommendation on options
13	9.21.20	ACTION	Ordinance modifying discharge monitoring and requirements re stormwater pollutants			X	Final reading approved 11/16/2020
14	10.19.20	ACTION	Resolution amending Appendix A – Tax and Fee Schedule, Sec 19 – Monthly Garbage Rates			X	Approved 11/16/2020
15	10.19.20	AGENDA	Repository for engineering information and other documentation – centralized database process	X			
16	11.16.20	AGENDA	Administrative Review of extra solid waste pickup process & fees			X	
17	11.16.20	AGENDA	Analysis of City Buildings/Uses	X			
18	12.21.20	AGENDA	Update Personnel Policy Manual (including vehicle take home and non-employee passengers) and Social Media Policy	X	Workshop TBD 2022		Third party review

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF APRIL 18, 2022**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
19	12.21.20	AGENDA	Recreation Facility Naming	X	Workshop March 28, 2022		Policy Direction
20	02.15.20	AGENDA	Workshop to discuss Police Department, Animal Control, Budget, PSAP Interlocal Agreement & Reporting		May 3, 2021 & March 21, 2022	X X	PSAP ILA
21	08.16.21	AGENDA	Discussion regarding COVID-19 implications of indoor rentals		September 20, 2021	X	
22	10.18.21	AGENDA	Review on storage building adjacent to Fire station and EMS	X			
23	10.18.21 11.29.21	AGENDA	Country Club Lease Agreement Discussion (job costing for building and other leased buildings) Rent vs. Expense Report		Workshop March 28, 2022		Discussed at 11/29/21 Workshop
24	10.18.21	AGENDA	Discussion of City Administrative Organizational Changes		November 29, 2021 Workshop	X	Approved 12/20/21
25	2.21.22	AGENDA	Replace cast iron water lines	X	Workshop May 2022		Evaluate Scope
26	2.21.22	AGENDA	Fill Recreation Director Position		May 2022		



City of Clewiston, FL

# Budget Report Group Summary

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 001 - GENERAL FUND</b>						
<b>Revenue</b>						
<b>Category: 30 - Property taxes</b>						
	1,893,764.00	1,893,764.00	106,371.17	1,655,307.69	-238,456.31	87.41 %
<b>Category: 30 - Property taxes Total:</b>	<b>1,893,764.00</b>	<b>1,893,764.00</b>	<b>106,371.17</b>	<b>1,655,307.69</b>	<b>-238,456.31</b>	<b>87.41 %</b>
<b>Category: 31 - Other taxes</b>						
	1,978,561.00	1,978,561.00	142,666.61	921,058.98	-1,057,502.02	46.55 %
<b>Category: 31 - Other taxes Total:</b>	<b>1,978,561.00</b>	<b>1,978,561.00</b>	<b>142,666.61</b>	<b>921,058.98</b>	<b>-1,057,502.02</b>	<b>46.55 %</b>
<b>Category: 32 - Licenses and Permits</b>						
	108,878.00	108,878.00	35,941.43	85,490.38	-23,387.62	78.52 %
<b>Category: 32 - Licenses and Permits Total:</b>	<b>108,878.00</b>	<b>108,878.00</b>	<b>35,941.43</b>	<b>85,490.38</b>	<b>-23,387.62</b>	<b>78.52 %</b>
<b>Category: 33 - Intergovernmental Revenue</b>						
	1,582,433.00	1,582,433.00	200,268.20	562,431.04	-1,020,001.96	35.54 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>1,582,433.00</b>	<b>1,582,433.00</b>	<b>200,268.20</b>	<b>562,431.04</b>	<b>-1,020,001.96</b>	<b>35.54 %</b>
<b>Category: 34 - Charges for Services</b>						
	1,431,032.00	1,431,032.00	155,595.76	769,973.09	-661,058.91	53.81 %
<b>Category: 34 - Charges for Services Total:</b>	<b>1,431,032.00</b>	<b>1,431,032.00</b>	<b>155,595.76</b>	<b>769,973.09</b>	<b>-661,058.91</b>	<b>53.81 %</b>
<b>Category: 35 - Fines and Forfeitures</b>						
	21,400.00	21,400.00	6,467.92	13,803.01	-7,596.99	64.50 %
<b>Category: 35 - Fines and Forfeitures Total:</b>	<b>21,400.00</b>	<b>21,400.00</b>	<b>6,467.92</b>	<b>13,803.01</b>	<b>-7,596.99</b>	<b>64.50 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	164,138.00	164,138.00	38,597.00	416,020.38	251,882.38	253.46 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>164,138.00</b>	<b>164,138.00</b>	<b>38,597.00</b>	<b>416,020.38</b>	<b>251,882.38</b>	<b>253.46 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	18,968.00	18,968.00	0.00	0.00	-18,968.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>18,968.00</b>	<b>18,968.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-18,968.00</b>	<b>0.00 %</b>
<b>Category: 39 - OTHER SOURCES (USES) - Operating Transfers in</b>						
	1,377,229.00	1,377,229.00	114,768.00	688,608.00	-688,621.00	50.00 %
<b>Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:</b>	<b>1,377,229.00</b>	<b>1,377,229.00</b>	<b>114,768.00</b>	<b>688,608.00</b>	<b>-688,621.00</b>	<b>50.00 %</b>
<b>Category: 40 - CASH FORWARD</b>						
	1,778,622.00	1,778,622.00	0.00	0.00	-1,778,622.00	0.00 %
<b>Category: 40 - CASH FORWARD Total:</b>	<b>1,778,622.00</b>	<b>1,778,622.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,778,622.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>10,355,025.00</b>	<b>10,355,025.00</b>	<b>800,676.09</b>	<b>5,112,692.57</b>	<b>-5,242,332.43</b>	<b>49.37 %</b>

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 10 - General government</b>						
1011 - City Commission	282,907.00	282,907.00	5,622.18	74,213.77	208,693.23	26.23 %
1012 - City Manager	359,215.00	359,215.00	24,057.46	158,206.70	201,008.30	44.04 %
1020 - General Government	1,350,169.00	1,350,169.00	15,081.31	141,154.17	1,209,014.83	10.45 %
1031 - Finance Department	358,991.00	358,991.00	24,538.94	139,303.61	219,687.39	38.80 %
7070 - Public Works Administration	327,993.00	327,993.00	16,393.60	112,277.60	215,715.40	34.23 %
7071 - Central Garage	162,823.00	162,823.00	10,931.53	84,077.43	78,745.57	51.64 %
7077 - Stormwater Projects	0.00	0.00	5,582.50	27,323.75	-27,323.75	0.00 %
<b>Category: 10 - General government Total:</b>	<b>2,842,098.00</b>	<b>2,842,098.00</b>	<b>102,207.52</b>	<b>736,557.03</b>	<b>2,105,540.97</b>	<b>25.92 %</b>
<b>Category: 52 - Public safety</b>						
1075 - Protective Services	230,788.00	230,788.00	19,399.04	101,065.69	129,722.31	43.79 %
1079 - Community Improvement	166,521.00	166,521.00	6,873.00	56,634.12	109,886.88	34.01 %
4040 - Police Department	2,658,263.00	2,658,263.00	128,427.19	914,092.68	1,744,170.32	34.39 %
5050 - Fire Department	518,558.00	518,558.00	21,989.98	225,862.54	292,695.46	43.56 %
<b>Category: 52 - Public safety Total:</b>	<b>3,574,130.00</b>	<b>3,574,130.00</b>	<b>176,689.21</b>	<b>1,297,655.03</b>	<b>2,276,474.97</b>	<b>36.31 %</b>
<b>Category: 54 - Transportation</b>						
7073 - Streets & Sidewalks	1,114,266.00	1,114,266.00	26,558.59	181,831.27	932,434.73	16.32 %
7074 - FDOT Projects	0.00	0.00	5,610.00	25,826.75	-25,826.75	0.00 %
7078 - Street Lighting	90,300.00	90,300.00	107.69	45,309.88	44,990.12	50.18 %
<b>Category: 54 - Transportation Total:</b>	<b>1,204,566.00</b>	<b>1,204,566.00</b>	<b>32,276.28</b>	<b>252,967.90</b>	<b>951,598.10</b>	<b>21.00 %</b>
<b>Category: 55 - Physical Environment</b>						
7076 - Mosquito Control	339,496.00	339,496.00	15,575.92	139,769.27	199,726.73	41.17 %
<b>Category: 55 - Physical Environment Total:</b>	<b>339,496.00</b>	<b>339,496.00</b>	<b>15,575.92</b>	<b>139,769.27</b>	<b>199,726.73</b>	<b>41.17 %</b>
<b>Category: 56 - Economic Environment</b>						
1078 - Park of Commerce	0.00	0.00	0.00	10,769.00	-10,769.00	0.00 %
<b>Category: 56 - Economic Environment Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,769.00</b>	<b>-10,769.00</b>	<b>0.00 %</b>
<b>Category: 57 - Culture and recreation</b>						
6060 - Library	333,903.00	333,903.00	21,414.29	142,959.48	190,943.52	42.81 %
8080 - Rec. - Admin. & Parks	324,703.00	307,703.00	16,342.86	100,536.37	207,166.63	32.67 %
8081 - Rec. - Buildings & Structures	96,217.00	96,217.00	51,619.36	204,963.97	-108,746.97	213.02 %
8082 - Sugarland Sports Complex	286,060.00	303,060.00	14,918.27	153,216.19	149,843.81	50.56 %
8083 - Recreation Programs	50,505.00	50,505.00	480.52	9,104.62	41,400.38	18.03 %
8084 - John Boy Auditorium	104,428.00	104,428.00	4,859.51	40,282.83	64,145.17	38.57 %
8086 - Rec. - Golf Course	845,577.00	845,577.00	62,388.78	467,957.93	377,619.07	55.34 %
<b>Category: 57 - Culture and recreation Total:</b>	<b>2,041,393.00</b>	<b>2,041,393.00</b>	<b>172,023.59</b>	<b>1,119,021.39</b>	<b>922,371.61</b>	<b>54.82 %</b>
<b>Category: 58 - Human Services</b>						
4074 - Animal Control	268,158.00	268,158.00	14,997.52	129,095.23	139,062.77	48.14 %
<b>Category: 58 - Human Services Total:</b>	<b>268,158.00</b>	<b>268,158.00</b>	<b>14,997.52</b>	<b>129,095.23</b>	<b>139,062.77</b>	<b>48.14 %</b>
<b>Category: 88 - Principal Retirement</b>						
1011 - City Commission	2,986.00	2,986.00	249.97	1,484.33	1,501.67	49.71 %
1012 - City Manager	5,972.00	5,972.00	499.94	2,968.62	3,003.38	49.71 %
1078 - Park of Commerce	18,968.00	18,968.00	0.00	0.00	18,968.00	0.00 %
5050 - Fire Department	2,248.00	2,248.00	0.00	0.00	2,248.00	0.00 %
7073 - Streets & Sidewalks	2,389.00	2,389.00	199.98	1,187.46	1,201.54	49.71 %
8086 - Rec. - Golf Course	48,371.00	48,371.00	4,049.46	24,045.61	24,325.39	49.71 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>80,934.00</b>	<b>80,934.00</b>	<b>4,999.35</b>	<b>29,686.02</b>	<b>51,247.98</b>	<b>36.68 %</b>
<b>Category: 89 - Interest</b>						
1011 - City Commission	212.00	212.00	16.49	114.43	97.57	53.98 %
1012 - City Manager	425.00	425.00	32.98	228.89	196.11	53.86 %
7073 - Streets & Sidewalks	170.00	170.00	13.19	91.52	78.48	53.84 %
8086 - Rec. - Golf Course	3,443.00	3,443.00	267.17	1,854.42	1,588.58	53.86 %
<b>Category: 89 - Interest Total:</b>	<b>4,250.00</b>	<b>4,250.00</b>	<b>329.83</b>	<b>2,289.26</b>	<b>1,960.74</b>	<b>53.86 %</b>
<b>Expense Total:</b>	<b>10,355,025.00</b>	<b>10,355,025.00</b>	<b>519,099.22</b>	<b>3,717,810.13</b>	<b>6,637,214.87</b>	<b>35.90 %</b>
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>281,576.87</b>	<b>1,394,882.44</b>	<b>1,394,882.44</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2021 - 2022 Period Ending: 03/31/2022**

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 101 - CLEW REDEV AGENCY</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	160,859.00	160,859.00	0.00	0.00	-160,859.00	0.00 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>160,859.00</b>	<b>160,859.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-160,859.00</b>	<b>0.00 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	100.00	100.00	0.25	1.46	-98.54	1.46 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>100.00</b>	<b>100.00</b>	<b>0.25</b>	<b>1.46</b>	<b>-98.54</b>	<b>1.46 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	14,070.00	14,070.00	0.00	0.00	-14,070.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>14,070.00</b>	<b>14,070.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-14,070.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>175,029.00</b>	<b>175,029.00</b>	<b>0.25</b>	<b>1.46</b>	<b>-175,027.54</b>	<b>0.00 %</b>



**Budget Report**

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 56 - Economic Environment</b>						
1010 - Community Redevelopment	175,029.00	175,029.00	0.00	0.00	175,029.00	0.00 %
<b>Category: 56 - Economic Environment Total:</b>	<b>175,029.00</b>	<b>175,029.00</b>	<b>0.00</b>	<b>0.00</b>	<b>175,029.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>175,029.00</b>	<b>175,029.00</b>	<b>0.00</b>	<b>0.00</b>	<b>175,029.00</b>	<b>0.00 %</b>
<b>Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.25</b>	<b>1.46</b>	<b>1.46</b>	<b>0.00 %</b>

**Budget Report**

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 102 - CLEW REDEV AGENCY EXP</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	56,133.00	56,133.00	0.00	0.00	-56,133.00	0.00 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>56,133.00</b>	<b>56,133.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-56,133.00</b>	<b>0.00 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	150.00	150.00	55.16	191.99	41.99	127.99 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>150.00</b>	<b>150.00</b>	<b>55.16</b>	<b>191.99</b>	<b>41.99</b>	<b>127.99 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	107,305.00	107,305.00	0.00	0.00	-107,305.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>107,305.00</b>	<b>107,305.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-107,305.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>163,588.00</b>	<b>163,588.00</b>	<b>55.16</b>	<b>191.99</b>	<b>-163,396.01</b>	<b>0.12 %</b>

**Budget Report**

**For Fiscal: 2021 - 2022 Period Ending: 03/31/2022**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 56 - Economic Environment</b>						
1010 - Community Redevelopment	163,588.00	163,588.00	0.00	0.00	163,588.00	0.00 %
<b>Category: 56 - Economic Environment Total:</b>	<b>163,588.00</b>	<b>163,588.00</b>	<b>0.00</b>	<b>0.00</b>	<b>163,588.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>163,588.00</b>	<b>163,588.00</b>	<b>0.00</b>	<b>0.00</b>	<b>163,588.00</b>	<b>0.00 %</b>
<b>Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>55.16</b>	<b>191.99</b>	<b>191.99</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2021 - 2022 Period Ending: 03/31/2022**

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 120 - GRANTS</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	231,680.00	231,680.00	155,435.00	155,435.00	-76,245.00	67.09 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>231,680.00</b>	<b>231,680.00</b>	<b>155,435.00</b>	<b>155,435.00</b>	<b>-76,245.00</b>	<b>67.09 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	300.00	300.00	10.98	75.66	-224.34	25.22 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>300.00</b>	<b>300.00</b>	<b>10.98</b>	<b>75.66</b>	<b>-224.34</b>	<b>25.22 %</b>
<b>Revenue Total:</b>	<b>231,980.00</b>	<b>231,980.00</b>	<b>155,445.98</b>	<b>155,510.66</b>	<b>-76,469.34</b>	<b>67.04 %</b>

**Budget Report**

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 57 - Culture and recreation</b>						
6061 - Library State Aide	231,980.00	231,980.00	4,040.13	49,053.00	182,927.00	21.15 %
<b>Category: 57 - Culture and recreation Total:</b>	<b>231,980.00</b>	<b>231,980.00</b>	<b>4,040.13</b>	<b>49,053.00</b>	<b>182,927.00</b>	<b>21.15 %</b>
<b>Expense Total:</b>	<b>231,980.00</b>	<b>231,980.00</b>	<b>4,040.13</b>	<b>49,053.00</b>	<b>182,927.00</b>	<b>21.15 %</b>
<b>Fund: 120 - GRANTS Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>151,405.85</b>	<b>106,457.66</b>	<b>106,457.66</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 410 - ELECTRIC FUND</b>						
<b>Revenue</b>						
<b>Category: 34 - Charges for Services</b>						
	11,778,040.00	11,778,040.00	796,392.84	5,279,852.13	-6,498,187.87	44.83 %
<b>Category: 34 - Charges for Services Total:</b>	<b>11,778,040.00</b>	<b>11,778,040.00</b>	<b>796,392.84</b>	<b>5,279,852.13</b>	<b>-6,498,187.87</b>	<b>44.83 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	106,697.00	106,697.00	8,022.46	49,438.25	-57,258.75	46.34 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>106,697.00</b>	<b>106,697.00</b>	<b>8,022.46</b>	<b>49,438.25</b>	<b>-57,258.75</b>	<b>46.34 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	1,487,857.00	1,487,857.00	1,313.64	4,403.92	-1,483,453.08	0.30 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>1,487,857.00</b>	<b>1,487,857.00</b>	<b>1,313.64</b>	<b>4,403.92</b>	<b>-1,483,453.08</b>	<b>0.30 %</b>
<b>Revenue Total:</b>	<b>13,372,594.00</b>	<b>13,372,594.00</b>	<b>805,728.94</b>	<b>5,333,694.30</b>	<b>-8,038,899.70</b>	<b>39.89 %</b>

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 49 - Electricity Purchased</b>						
2030 - Customer Records	7,675,016.00	7,675,016.00	707,746.32	4,175,734.41	3,499,281.59	54.41 %
<b>Category: 49 - Electricity Purchased Total:</b>	<b>7,675,016.00</b>	<b>7,675,016.00</b>	<b>707,746.32</b>	<b>4,175,734.41</b>	<b>3,499,281.59</b>	<b>54.41 %</b>
<b>Category: 51 - Personal Services</b>						
2009 - Electric Transmission	59,512.00	59,512.00	4,112.21	28,653.91	30,858.09	48.15 %
2010 - Electric Distribution	529,639.00	529,639.00	37,005.44	257,862.59	271,776.41	48.69 %
2015 - Purchasing / Warehouse	46,816.00	46,816.00	3,562.70	23,228.68	23,587.32	49.62 %
2025 - Electric Meter Reading	45,877.00	45,877.00	3,555.26	22,229.81	23,647.19	48.46 %
2030 - Customer Records	442,167.00	442,167.00	34,217.28	221,627.46	220,539.54	50.12 %
<b>Category: 51 - Personal Services Total:</b>	<b>1,124,011.00</b>	<b>1,124,011.00</b>	<b>82,452.89</b>	<b>553,602.45</b>	<b>570,408.55</b>	<b>49.25 %</b>
<b>Category: 53 - Contractual Services</b>						
2010 - Electric Distribution	140,000.00	140,000.00	553.00	3,836.60	136,163.40	2.74 %
2015 - Purchasing / Warehouse	3,800.00	3,800.00	0.00	3,786.75	13.25	99.65 %
2025 - Electric Meter Reading	30,200.00	30,200.00	0.00	0.00	30,200.00	0.00 %
2030 - Customer Records	215,482.00	215,482.00	23,362.00	83,248.23	132,233.77	38.63 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
<b>Category: 53 - Contractual Services Total:</b>	<b>404,482.00</b>	<b>404,482.00</b>	<b>23,915.00</b>	<b>90,871.58</b>	<b>313,610.42</b>	<b>22.47 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
2045 - Miscellaneous Expenses	1,246,567.00	1,246,567.00	0.00	0.00	1,246,567.00	0.00 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>1,246,567.00</b>	<b>1,246,567.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,246,567.00</b>	<b>0.00 %</b>
<b>Category: 71 - Supplies</b>						
2009 - Electric Transmission	1,150.00	1,150.00	0.00	0.00	1,150.00	0.00 %
2010 - Electric Distribution	40,000.00	40,000.00	2,651.17	18,246.75	21,753.25	45.62 %
2015 - Purchasing / Warehouse	3,300.00	3,300.00	742.64	1,434.32	1,865.68	43.46 %
2025 - Electric Meter Reading	2,650.00	2,650.00	457.51	2,281.75	368.25	86.10 %
2030 - Customer Records	85,200.00	85,200.00	676.90	50,822.17	34,377.83	59.65 %
<b>Category: 71 - Supplies Total:</b>	<b>132,300.00</b>	<b>132,300.00</b>	<b>4,528.22</b>	<b>72,784.99</b>	<b>59,515.01</b>	<b>55.02 %</b>
<b>Category: 72 - Utilities</b>						
2009 - Electric Transmission	750.00	750.00	34.93	229.43	520.57	30.59 %
2010 - Electric Distribution	15,500.00	15,500.00	332.39	4,033.18	11,466.82	26.02 %
2015 - Purchasing / Warehouse	7,000.00	7,000.00	0.00	2,329.29	4,670.71	33.28 %
2030 - Customer Records	9,500.00	9,500.00	690.66	4,412.72	5,087.28	46.45 %
2045 - Miscellaneous Expenses	53,000.00	49,442.00	0.00	1,374.00	48,068.00	2.78 %
<b>Category: 72 - Utilities Total:</b>	<b>85,750.00</b>	<b>82,192.00</b>	<b>1,057.98</b>	<b>12,378.62</b>	<b>69,813.38</b>	<b>15.06 %</b>
<b>Category: 73 - Insurance</b>						
2009 - Electric Transmission	4,880.00	4,880.00	406.00	2,436.00	2,444.00	49.92 %
2010 - Electric Distribution	43,952.00	43,952.00	3,657.00	21,942.00	22,010.00	49.92 %
2015 - Purchasing / Warehouse	1,062.00	1,062.00	88.00	528.00	534.00	49.72 %
2025 - Electric Meter Reading	3,330.00	3,330.00	277.00	1,662.00	1,668.00	49.91 %
2030 - Customer Records	4,301.00	4,301.00	359.00	2,154.00	2,147.00	50.08 %
<b>Category: 73 - Insurance Total:</b>	<b>57,525.00</b>	<b>57,525.00</b>	<b>4,787.00</b>	<b>28,722.00</b>	<b>28,803.00</b>	<b>49.93 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
2009 - Electric Transmission	60,500.00	60,500.00	0.00	0.00	60,500.00	0.00 %
2010 - Electric Distribution	240,000.00	240,000.00	729.77	38,986.00	201,014.00	16.24 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	1,287.55	9,813.43	5,211.57	65.31 %
2025 - Electric Meter Reading	8,500.00	8,500.00	523.48	4,372.94	4,127.06	51.45 %
2030 - Customer Records	52,000.00	52,000.00	176.86	1,505.99	50,494.01	2.90 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>376,025.00</b>	<b>376,025.00</b>	<b>2,717.66</b>	<b>54,678.36</b>	<b>321,346.64</b>	<b>14.54 %</b>
<b>Category: 76 - Miscellaneous</b>						
2010 - Electric Distribution	14,200.00	14,200.00	2,285.17	4,726.55	9,473.45	33.29 %
2015 - Purchasing / Warehouse	50.00	50.00	0.00	98.09	-48.09	196.18 %
2025 - Electric Meter Reading	100.00	100.00	0.00	0.00	100.00	0.00 %
2030 - Customer Records	49,750.00	49,750.00	787.00	20,414.00	29,336.00	41.03 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2045 - Miscellaneous Expenses	1,500.00	1,500.00	0.00	729.52	770.48	48.63 %
<b>Category: 76 - Miscellaneous Total:</b>	<b>65,600.00</b>	<b>65,600.00</b>	<b>3,072.17</b>	<b>25,968.16</b>	<b>39,631.84</b>	<b>39.59 %</b>
<b>Category: 77 - Bad Debts</b>						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
<b>Category: 77 - Bad Debts Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00 %</b>
<b>Category: 82 - Construction in progress</b>						
2025 - Electric Meter Reading	0.00	0.00	12,950.00	49,905.59	-49,905.59	0.00 %
<b>Category: 82 - Construction in progress Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>12,950.00</b>	<b>49,905.59</b>	<b>-49,905.59</b>	<b>0.00 %</b>
<b>Category: 91 - Capital outlay</b>						
2009 - Electric Transmission	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00 %
2010 - Electric Distribution	876,750.00	876,750.00	0.00	25,545.00	851,205.00	2.91 %
2015 - Purchasing / Warehouse	16,675.00	16,675.00	0.00	0.00	16,675.00	0.00 %
2025 - Electric Meter Reading	105,000.00	105,000.00	0.00	1,475.91	103,524.09	1.41 %
2030 - Customer Records	78,000.00	78,000.00	0.00	0.00	78,000.00	0.00 %
2045 - Miscellaneous Expenses	0.00	3,558.00	0.00	3,558.00	0.00	100.00 %
<b>Category: 91 - Capital outlay Total:</b>	<b>1,216,425.00</b>	<b>1,219,983.00</b>	<b>0.00</b>	<b>30,578.91</b>	<b>1,189,404.09</b>	<b>2.51 %</b>
<b>Category: 93 - Operating transfers - out</b>						
2045 - Miscellaneous Expenses	938,893.00	938,893.00	78,241.00	469,446.00	469,447.00	50.00 %
<b>Category: 93 - Operating transfers - out Total:</b>	<b>938,893.00</b>	<b>938,893.00</b>	<b>78,241.00</b>	<b>469,446.00</b>	<b>469,447.00</b>	<b>50.00 %</b>
<b>Expense Total:</b>	<b>13,372,594.00</b>	<b>13,372,594.00</b>	<b>921,468.24</b>	<b>5,564,671.07</b>	<b>7,807,922.93</b>	<b>41.61 %</b>
<b>Fund: 410 - ELECTRIC FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-115,739.30</b>	<b>-230,976.77</b>	<b>-230,976.77</b>	<b>0.00 %</b>



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Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 420 - WATER/SEWER FUND</b>						
<b>Revenue</b>						
<b>Category: 32 - Licenses and Permits</b>						
	82,045.00	82,045.00	2,461.56	74,368.99	-7,676.01	90.64 %
<b>Category: 32 - Licenses and Permits Total:</b>	<b>82,045.00</b>	<b>82,045.00</b>	<b>2,461.56</b>	<b>74,368.99</b>	<b>-7,676.01</b>	<b>90.64 %</b>
<b>Category: 34 - Charges for Services</b>						
	3,945,085.00	3,945,085.00	294,734.91	1,775,064.91	-2,170,020.09	44.99 %
<b>Category: 34 - Charges for Services Total:</b>	<b>3,945,085.00</b>	<b>3,945,085.00</b>	<b>294,734.91</b>	<b>1,775,064.91</b>	<b>-2,170,020.09</b>	<b>44.99 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	26,900.00	26,900.00	5,662.44	10,532.83	-16,367.17	39.16 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>26,900.00</b>	<b>26,900.00</b>	<b>5,662.44</b>	<b>10,532.83</b>	<b>-16,367.17</b>	<b>39.16 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	392,703.00	392,703.00	0.00	0.00	-392,703.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>392,703.00</b>	<b>392,703.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-392,703.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>4,446,733.00</b>	<b>4,446,733.00</b>	<b>302,858.91</b>	<b>1,859,966.73</b>	<b>-2,586,766.27</b>	<b>41.83 %</b>

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Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 51 - Personal Services</b>						
3005 - Water Treatment Plant	253,558.00	253,558.00	15,667.64	106,330.85	147,227.15	41.94 %
3010 - Trans / Distribution	106,564.00	106,564.00	7,334.60	48,807.22	57,756.78	45.80 %
3025 - Water Meter Reading	63,466.00	63,466.00	5,329.56	34,810.01	28,655.99	54.85 %
3042 - Water / Sewer Administ.	155,293.00	155,293.00	10,485.62	68,796.75	86,496.25	44.30 %
3052 - Sewer Treatment Plant	220,983.00	220,983.00	15,415.07	112,444.52	108,538.48	50.88 %
3062 - Sewer Trans / Collection	145,957.00	145,957.00	7,147.16	38,792.26	107,164.74	26.58 %
<b>Category: 51 - Personal Services Total:</b>	<b>945,821.00</b>	<b>945,821.00</b>	<b>61,379.65</b>	<b>409,981.61</b>	<b>535,839.39</b>	<b>43.35 %</b>
<b>Category: 53 - Contractual Services</b>						
3005 - Water Treatment Plant	71,000.00	71,000.00	1,408.00	18,520.30	52,479.70	26.08 %
3010 - Trans / Distribution	7,500.00	7,500.00	575.00	2,922.25	4,577.75	38.96 %
3025 - Water Meter Reading	0.00	0.00	0.00	225.25	-225.25	0.00 %
3042 - Water / Sewer Administ.	233,969.00	233,969.00	15,855.00	96,933.59	137,035.41	41.43 %
3052 - Sewer Treatment Plant	210,000.00	210,000.00	38,049.16	105,722.88	104,277.12	50.34 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	0.00	127.25	23,872.75	0.53 %
3065 - DEP Grant	0.00	0.00	0.00	7,290.00	-7,290.00	0.00 %
<b>Category: 53 - Contractual Services Total:</b>	<b>546,469.00</b>	<b>546,469.00</b>	<b>55,887.16</b>	<b>231,741.52</b>	<b>314,727.48</b>	<b>42.41 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
3005 - Water Treatment Plant	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
3042 - Water / Sewer Administ.	707,805.00	707,805.00	26,258.00	157,548.00	550,257.00	22.26 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>717,805.00</b>	<b>717,805.00</b>	<b>26,258.00</b>	<b>157,548.00</b>	<b>560,257.00</b>	<b>21.95 %</b>
<b>Category: 71 - Supplies</b>						
3005 - Water Treatment Plant	105,250.00	105,250.00	750.47	50,569.82	54,680.18	48.05 %
3010 - Trans / Distribution	16,700.00	16,700.00	852.71	5,139.79	11,560.21	30.78 %
3025 - Water Meter Reading	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
3042 - Water / Sewer Administ.	14,000.00	14,000.00	0.00	10,275.01	3,724.99	73.39 %
3052 - Sewer Treatment Plant	65,700.00	65,700.00	2,186.54	23,292.10	42,407.90	35.45 %
3062 - Sewer Trans / Collection	12,800.00	12,800.00	840.71	6,467.07	6,332.93	50.52 %
<b>Category: 71 - Supplies Total:</b>	<b>216,100.00</b>	<b>216,100.00</b>	<b>4,630.43</b>	<b>95,743.79</b>	<b>120,356.21</b>	<b>44.31 %</b>
<b>Category: 72 - Utilities</b>						
3005 - Water Treatment Plant	301,400.00	301,400.00	30.00	128,353.20	173,046.80	42.59 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	82,100.00	82,100.00	-20.93	41,948.43	40,151.57	51.09 %
3062 - Sewer Trans / Collection	77,500.00	77,500.00	1,514.23	52,462.84	25,037.16	67.69 %
<b>Category: 72 - Utilities Total:</b>	<b>461,600.00</b>	<b>461,600.00</b>	<b>1,523.30</b>	<b>222,764.47</b>	<b>238,835.53</b>	<b>48.26 %</b>
<b>Category: 73 - Insurance</b>						
3005 - Water Treatment Plant	13,210.00	13,210.00	1,058.00	6,348.00	6,862.00	48.05 %
3010 - Trans / Distribution	13,284.00	13,284.00	1,105.00	6,630.00	6,654.00	49.91 %
3025 - Water Meter Reading	1,314.00	1,314.00	109.00	654.00	660.00	49.77 %
3052 - Sewer Treatment Plant	10,745.00	10,745.00	894.00	5,364.00	5,381.00	49.92 %
3062 - Sewer Trans / Collection	6,585.00	6,585.00	549.00	3,294.00	3,291.00	50.02 %
<b>Category: 73 - Insurance Total:</b>	<b>45,138.00</b>	<b>45,138.00</b>	<b>3,715.00</b>	<b>22,290.00</b>	<b>22,848.00</b>	<b>49.38 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
3005 - Water Treatment Plant	130,927.00	130,927.00	16,149.50	57,967.23	72,959.77	44.27 %
3010 - Trans / Distribution	75,500.00	75,500.00	7,069.45	36,150.23	39,349.77	47.88 %
3025 - Water Meter Reading	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
3042 - Water / Sewer Administ.	200.00	200.00	0.00	0.00	200.00	0.00 %
3052 - Sewer Treatment Plant	108,000.00	108,000.00	1,157.46	51,683.22	56,316.78	47.85 %
3062 - Sewer Trans / Collection	170,000.00	170,000.00	9,924.17	68,203.36	101,796.64	40.12 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>487,627.00</b>	<b>487,627.00</b>	<b>34,300.58</b>	<b>214,004.04</b>	<b>273,622.96</b>	<b>43.89 %</b>
<b>Category: 76 - Miscellaneous</b>						
3005 - Water Treatment Plant	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	0.00	198.36	51.64	79.34 %
3042 - Water / Sewer Administ.	6,700.00	6,700.00	0.00	862.00	5,838.00	12.87 %
3052 - Sewer Treatment Plant	2,300.00	2,300.00	126.85	126.85	2,173.15	5.52 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3062 - Sewer Trans / Collection	500.00	500.00	0.00	0.00	500.00	0.00 %
<b>Category: 76 - Miscellaneous Total:</b>	<b>11,450.00</b>	<b>11,450.00</b>	<b>126.85</b>	<b>1,187.21</b>	<b>10,262.79</b>	<b>10.37 %</b>
<b>Category: 77 - Bad Debts</b>						
3042 - Water / Sewer Administ.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
<b>Category: 77 - Bad Debts Total:</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00 %</b>
<b>Category: 82 - Construction in progress</b>						
3010 - Trans / Distribution	25,000.00	25,000.00	0.00	31,989.00	-6,989.00	127.96 %
3067 - ASACE Septic to Sewer	0.00	0.00	0.00	3,792.50	-3,792.50	0.00 %
<b>Category: 82 - Construction in progress Total:</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>35,781.50</b>	<b>-10,781.50</b>	<b>143.13 %</b>
<b>Category: 88 - Principal Retirement</b>						
3005 - Water Treatment Plant	278,000.00	278,000.00	25,273.00	151,635.00	126,365.00	54.54 %
3063 - N. Sewer Project	54,324.00	54,324.00	0.00	27,066.08	27,257.92	49.82 %
3080 - Debt Service	49,858.00	49,858.00	0.00	11,880.52	37,977.48	23.83 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>382,182.00</b>	<b>382,182.00</b>	<b>25,273.00</b>	<b>190,581.60</b>	<b>191,600.40</b>	<b>49.87 %</b>
<b>Category: 89 - Interest</b>						
3005 - Water Treatment Plant	486,503.00	486,503.00	44,228.00	265,363.00	221,140.00	54.54 %
3063 - N. Sewer Project	7,557.00	7,557.00	0.00	3,873.66	3,683.34	51.26 %
3080 - Debt Service	1,439.00	1,439.00	0.00	1,443.07	-4.07	100.28 %
<b>Category: 89 - Interest Total:</b>	<b>495,499.00</b>	<b>495,499.00</b>	<b>44,228.00</b>	<b>270,679.73</b>	<b>224,819.27</b>	<b>54.63 %</b>
<b>Category: 90 - Other debt service costs</b>						
3080 - Debt Service	5,042.00	5,042.00	0.00	3,627.83	1,414.17	71.95 %
<b>Category: 90 - Other debt service costs Total:</b>	<b>5,042.00</b>	<b>5,042.00</b>	<b>0.00</b>	<b>3,627.83</b>	<b>1,414.17</b>	<b>71.95 %</b>
<b>Category: 91 - Capital outlay</b>						
3005 - Water Treatment Plant	50,000.00	50,000.00	4,484.77	4,484.77	45,515.23	8.97 %
3052 - Sewer Treatment Plant	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00 %
3062 - Sewer Trans / Collection	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
<b>Category: 91 - Capital outlay Total:</b>	<b>92,000.00</b>	<b>92,000.00</b>	<b>4,484.77</b>	<b>4,484.77</b>	<b>87,515.23</b>	<b>4.87 %</b>
<b>Category: 92 - Capital contributions</b>						
3010 - Trans / Distribution	0.00	0.00	-6,660.00	-12,325.00	12,325.00	0.00 %
3062 - Sewer Trans / Collection	0.00	0.00	-12,580.00	-15,580.00	15,580.00	0.00 %
<b>Category: 92 - Capital contributions Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-19,240.00</b>	<b>-27,905.00</b>	<b>27,905.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>4,446,733.00</b>	<b>4,446,733.00</b>	<b>242,566.74</b>	<b>1,832,511.07</b>	<b>2,614,221.93</b>	<b>41.21 %</b>
<b>Fund: 420 - WATER/SEWER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>60,292.17</b>	<b>27,455.66</b>	<b>27,455.66</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2021 - 2022 Period Ending: 03/31/2022**

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 430 - SOLID WASTE</b>						
<b>Revenue</b>						
<b>Category: 34 - Charges for Services</b>						
	1,540,727.00	1,540,727.00	136,618.50	813,373.86	-727,353.14	52.79 %
<b>Category: 34 - Charges for Services Total:</b>	<b>1,540,727.00</b>	<b>1,540,727.00</b>	<b>136,618.50</b>	<b>813,373.86</b>	<b>-727,353.14</b>	<b>52.79 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	200.00	200.00	39,580.89	39,682.55	39,482.55	19,841.28 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>200.00</b>	<b>200.00</b>	<b>39,580.89</b>	<b>39,682.55</b>	<b>39,482.55</b>	<b>19,841.28 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	147,500.00	147,500.00	0.00	0.00	-147,500.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>147,500.00</b>	<b>147,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-147,500.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>1,688,427.00</b>	<b>1,688,427.00</b>	<b>176,199.39</b>	<b>853,056.41</b>	<b>-835,370.59</b>	<b>50.52 %</b>

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 03/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 51 - Personal Services</b>						
7072 - Solid Waste	340,429.00	340,429.00	22,999.24	134,933.85	205,495.15	39.64 %
<b>Category: 51 - Personal Services Total:</b>	<b>340,429.00</b>	<b>340,429.00</b>	<b>22,999.24</b>	<b>134,933.85</b>	<b>205,495.15</b>	<b>39.64 %</b>
<b>Category: 53 - Contractual Services</b>						
7072 - Solid Waste	739,587.00	739,587.00	59,534.24	347,303.32	392,283.68	46.96 %
<b>Category: 53 - Contractual Services Total:</b>	<b>739,587.00</b>	<b>739,587.00</b>	<b>59,534.24</b>	<b>347,303.32</b>	<b>392,283.68</b>	<b>46.96 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
7072 - Solid Waste	336,868.00	336,868.00	10,269.00	61,614.00	275,254.00	18.29 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>336,868.00</b>	<b>336,868.00</b>	<b>10,269.00</b>	<b>61,614.00</b>	<b>275,254.00</b>	<b>18.29 %</b>
<b>Category: 71 - Supplies</b>						
7072 - Solid Waste	82,650.00	82,650.00	5,257.53	35,927.44	46,722.56	43.47 %
<b>Category: 71 - Supplies Total:</b>	<b>82,650.00</b>	<b>82,650.00</b>	<b>5,257.53</b>	<b>35,927.44</b>	<b>46,722.56</b>	<b>43.47 %</b>
<b>Category: 73 - Insurance</b>						
7072 - Solid Waste	103,043.00	103,043.00	8,574.00	51,444.00	51,599.00	49.92 %
<b>Category: 73 - Insurance Total:</b>	<b>103,043.00</b>	<b>103,043.00</b>	<b>8,574.00</b>	<b>51,444.00</b>	<b>51,599.00</b>	<b>49.92 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
7072 - Solid Waste	85,250.00	85,250.00	15,012.35	82,475.82	2,774.18	96.75 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>85,250.00</b>	<b>85,250.00</b>	<b>15,012.35</b>	<b>82,475.82</b>	<b>2,774.18</b>	<b>96.75 %</b>
<b>Category: 76 - Miscellaneous</b>						
7072 - Solid Waste	600.00	600.00	0.00	202.00	398.00	33.67 %
<b>Category: 76 - Miscellaneous Total:</b>	<b>600.00</b>	<b>600.00</b>	<b>0.00</b>	<b>202.00</b>	<b>398.00</b>	<b>33.67 %</b>
<b>Category: 91 - Capital outlay</b>						
7072 - Solid Waste	0.00	0.00	2,620.66	2,620.66	-2,620.66	0.00 %
<b>Category: 91 - Capital outlay Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>2,620.66</b>	<b>2,620.66</b>	<b>-2,620.66</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>1,688,427.00</b>	<b>1,688,427.00</b>	<b>124,267.02</b>	<b>716,521.09</b>	<b>971,905.91</b>	<b>42.44 %</b>
<b>Fund: 430 - SOLID WASTE Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>51,932.37</b>	<b>136,535.32</b>	<b>136,535.32</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>429,523.37</b>	<b>1,434,547.76</b>	<b>1,434,547.76</b>	<b>0.00 %</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	281,576.87	1,394,882.44	1,394,882.44
101 - CLEW REDEV AGENCY	0.00	0.00	0.25	1.46	1.46
102 - CLEW REDEV AGENCY EXP	0.00	0.00	55.16	191.99	191.99
120 - GRANTS	0.00	0.00	151,405.85	106,457.66	106,457.66
410 - ELECTRIC FUND	0.00	0.00	-115,739.30	-230,976.77	-230,976.77
420 - WATER/SEWER FUND	0.00	0.00	60,292.17	27,455.66	27,455.66
430 - SOLID WASTE	0.00	0.00	51,932.37	136,535.32	136,535.32
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>429,523.37</b>	<b>1,434,547.76</b>	<b>1,434,547.76</b>

# UTILITIES MONTHLY ACTIVITY REPORT FOR MARCH 2022

## ELECTRIC DEPARTMENT

Kwh purchased	7,933,322	Month of Feb
Kwh sold	6,416,538	
Total Electric Meters	4,736	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	133	595	4	33 minutes
Street Light repairs	3			
Voltage checks	1			

## WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	34,162	15,471	49 Million Gallons
Total Water Meters	3751		
Water Breaks	4		

## SEWER PLANT

Gallons Processed	0.06	Month of Feb
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## OFFICE ACTIVITY

New Accounts (Move Ins)	71
Closed Accounts (Move Outs)	30
Disconnects for Nonpayment	65
Reconnects from Nonpayment	48
Meter Rereads Completed	2
<b>All Locates</b>	27
<b>All Meter Changes</b>	24
<b>Miscellaneous</b>	29
Trim Tree	2
Total other Work Orders completed	49
Total Work Orders Completed by all Departments	355

City of Clewiston  
Public Works Department  
Monthly Productivity Report  
March 1, 2022 thru March 31, 2022

**Fleet Management**

**Units worked on**

Fire Dept.	4	Solid Waste	5
Electric Dept.	3	Streets	8
Utilities	5	Recreation	2
Police Dept.	4	Animal Control	1
Central Garage	1		

**Facility Maintenance**

Clerical hrs.	26	Library	1
Plumbing hrs.	20	Pressure washing hrs.	22
Electrical repair hrs.	12	Painting hrs	9
Air conditioning repairs ( Hrs )	30	Building repairs hrs	101

**Solid Waste**

Commercial ( Tons )	312.3	Horticulture ( Tons )	5.14
Residential ( Tons )	422.9	Recycled materials ( Lbs )	65
Tipper carts placed	8	Shopping carts collected	4
Recycled scrap metal ( Tons )	1.51	Scrap metal revenue	\$60.20
Special pick ups	3	Pick up revenue	\$600.00

**Streets and Sidewalks**

**Drainage**

Streets swept ( miles )	20	Street debris ( Tons )	6.35
Street repairs hrs	15		

**Signs**

Information signs	6	Equipment lettered	
Regulatory signs	13	Signs repaired	3

**Landscaping**

Weed control ( gallons )	8	Landscape trimming ( Hrs )	4
Litter control ( Lbs )	289	Mowing ( Hrs )	
Sprinkler repairs ( Hrs )	8	Mulching ( Hrs )	32

**Note :**

*The Youth Center remodel has finally been finished.*

*12 Hours were spent picking up Palm fronds off of city streets.*

*62 Hours were spent preparing for and taking down the 2022 Sugar Festival.*

*40 Hours were spent picking up trash piles manually.*

*16 Hours were spent setting up and taking down the JBA for events.*



City of Clewiston  
 Sugarland Sports Complex  
 Monthly Productivity Report

Mar-22

*Game Field Preparation*

Fields mowed ( Hrs )	<u>36</u>	Field borders mowed ( Hrs )	<u>N/A</u>
String trimming ( Hrs )	<u>16</u>	Manual weed control ( Hrs )	<u>0</u>
Fields watered ( Hrs )	<u>42</u>	Sprinkler repairs ( Hrs )	<u>0</u>
Field striping ( Hrs )	<u>25</u>	Batter boxes marked ( Hrs )	<u>25</u>
Pitching mounds rebuilt ( Hrs )	<u>0</u>	Bases reset/ moved ( Hrs )	<u>6</u>
Clay surfaces raked ( Hrs )	<u>19</u>	Clay added to surface ( Hrs )	<u>12</u>
Field top dressed ( Hrs )	<u>38</u>	Fields fertilized ( Hrs )	<u>9</u>
Fields ariated ( Hrs )	<u>0</u>	Fields weeded ( Hrs )	<u>9</u>

*Park Maintenance*

Fence repair ( Hrs )	<u>4</u>	Gate repairs ( Hrs )	<u>2</u>
Pressure cleaning ( Hrs )	<u>0</u>	Building painting ( Hrs )	<u>0</u>
Net repairs ( Hrs )	<u>0</u>	Bleacher repairs/cleaning ( Hrs )	<u>0</u>
Litter pick up ( Hrs )	<u>30</u>	Garbage can empty/clean ( Hrs )	<u>30</u>

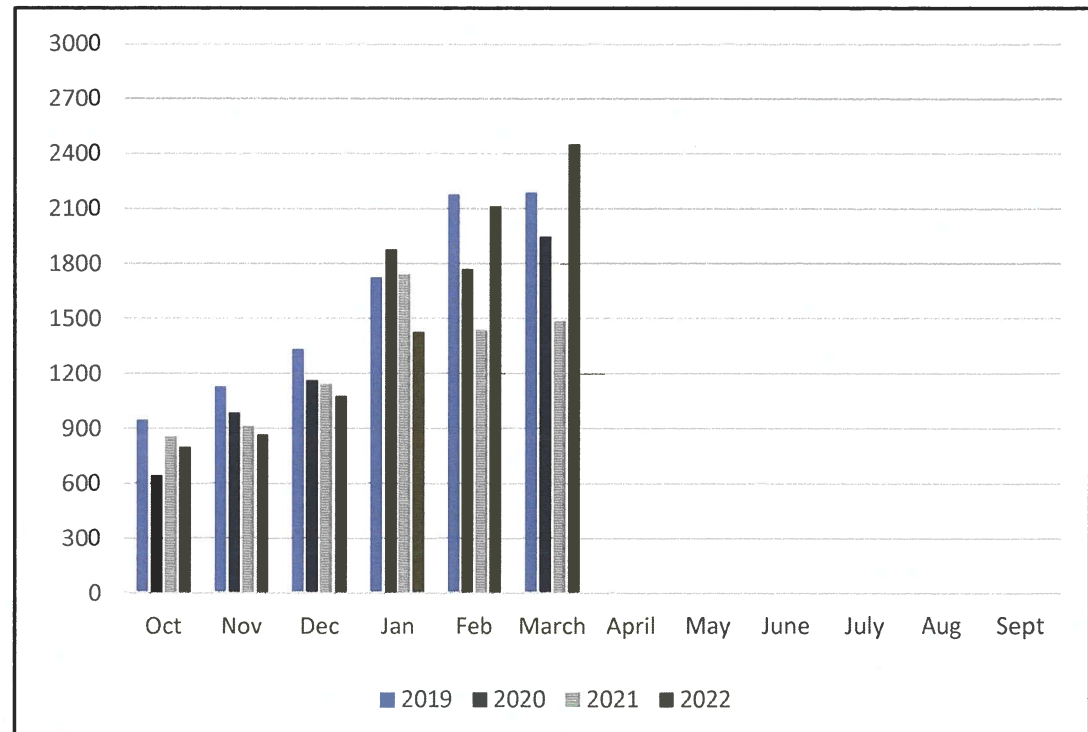
Note :

**Monthly Facility & Park Rentals**  
**FEBRUARY RENTALS**

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	4	
Beardley Room	1	2 Mobile Food Pantry, 1 Non Profit, 1 Resident Non Profit
Youth Center	2	Sugar Festival Honoree Breakfast, Sugar Festival
C.S. Mott Pool	0	
STP Pavilion #1	1	County Resident
STP Pavilion #2	1	City Resident
STP Pavilion #3	0	
STP Pavilion #4	1	County Resident
Sugarland Park Pavilion	3	2 City Residents, 1 County Resident
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Splash Pad	0	
Chickee	0	
<b>Sugarland Sports Complex</b>		
Field 1	0	
Field 2	21	Little League
Field 3	9	Little League
Field 4	24	Little League
Field 5	24	Little League
Field 6	0	
Field 7	10	Little League, Home Run Derby
Field 8	6	5 CHS Softball, 1 Home Run Derby
Field 9	13	12 Little League, 1 Home Run Derby
Soccer West	0	
Soccer Center	0	
Soccer East	0	

# Clewiston Golf Course FY 2022 Rounds of Golf Fiscal Year Comparison

	2019	2020	2021	2022
Oct	944	642	854	797
Nov	1126	982	911	864
Dec	1332	1159	1140	1076
Jan	1722	1873	1741	1424
Feb	2178	1770	1435	2113
March	2187	1946	1486	2452
April				
May				
June				
July				
Aug				
Sept				
<b>Total</b>	<b>9489</b>	<b>8372</b>	<b>7567</b>	<b>8726</b>



2022 YTD Variance by Year		
2019	2020	2021
-8.7%	4.2%	13.3%

Community Improvement Division

2022

Monthly

March 01 thru March 31

Code Cases Opened: 32

Case Re-inspections: 72

Notice of Violations: 8

Notice of Hearings: 1

Special Magistrate Hearing held on March 15, 2022 at 10:00 a.m. with 19 agenda items heard.

Next Special Magistrate to be held on May 17, 2022 at 10:00 am

Code Cases Resolved: 37

Code lien search requests completed: 14

Rental Inspections Completed: 14

**Code Enforcement Cases**

**March 1, 2022 thru March 31, 2022**

Status	CaseNum	GeneralCategory	Address
Opened	22-0064	Fences, wall & hedges	722 W Avenida Del Rio Clewiston
Opened	22-0069	Chapter 74- Utilities	207 N W C Owen Ave Clewiston
Opened	22-0070	Chapter 18 Buildings and Building Regulations	300 S W C Owen Ave Clewiston
Opened	22-0075	Residential Development and Improvement	604 Bowden Rd Clewiston
Opened	22-0083	Signs	517 E Sugarland Hwy Clewiston
Opened	22-0085	Signs	975 W Sugarland Hwy Clewiston
Opened	22-0088	Signs	250 N Francisco St Clewiston
Opened	22-0090	Chapter 74- Utilities	831 E Sagamore Ave Lot 10N Clewiston
Resolved	18-0085	Property Maintenance - Commercial	601 W Alverdez Ave Clewiston
Resolved	21-0210	Fences, wall & hedges	573 Old Farm Place Clewiston
Resolved	21-0246	Fences, wall & hedges	730 Harvest Ln Clewiston
Resolved	22-0004	Landscape Maintenance	601 Sabal Ave Clewiston
Resolved	22-0005	Chapter 18 Buildings and Building Regulations	616 Sabal Ave Clewiston
Resolved	22-0008	Chapter 18 Buildings and Building Regulations	701 Seminole Ave Clewiston
Resolved	22-0009	Chapter 18 Buildings and Building Regulations	719 Seminole Ave Clewiston
Resolved	22-0010	Chapter 18 Buildings and Building Regulations	548-550 E Ventura Ave Clewiston
Resolved	22-0013	Chapter 18 Buildings and Building Regulations	718 Central Ave Clewiston
Resolved	22-0027	Landscape Maintenance	806 N Berner Rd Clewiston
Resolved	22-0032	Fences, wall & hedges	820 E Sugarland Hwy Clewiston
Resolved	22-0043	Chapter 18 Buildings and Building Regulations	565 Old Farm Place Clewiston
Resolved	22-0050	Landscape Maintenance	115 Gloria St Clewiston
Resolved	22-0058	Illegal Parking	436 W Trinidad Ave Clewiston
Resolved	22-0059	Chapter 74- Utilities	1012 Ponce de Leon Ave Clewiston
Resolved	22-0060	Illegal Parking	328 W Crescent Dr Clewiston
Resolved	22-0061	Chapter 74- Utilities	549 E Aztec Ave Clewiston
Resolved	22-0062	Illegal Parking	311 W Aztec Ave Clewiston
Resolved	22-0063	Curbs, curb cuts & driveways	430 W Sugarland Cir Clewiston
Resolved	22-0065	Illegal Parking	1005 Palmetto St Clewiston
Resolved	22-0066	Domestic fowl prohibited	331 Via Del Aqua Clewiston
Resolved	22-0067	Domestic fowl prohibited	103 W Esperanza Ave Clewiston
Resolved	22-0068	Chapter 18 Buildings and Building Regulations	426 W Osceola Ave Clewiston

Status	CaseNum	GeneralCategory	Address
Resolved	22-0071	Curbs, curb cuts & driveways	413 E Arcade Ave Clewiston
Resolved	22-0072	Signs	108 E Sugarland Hwy Clewiston
Resolved	22-0073	Signs	718 E Sugarland Hwy Clewiston
Resolved	22-0074	Illegal Parking	100 E Aztec Ave Clewiston
Resolved	22-0077	Chapter 18 Buildings and Building Regulations	815 S W C Owen Ave Clewiston
Resolved	22-0078	Chapter 18 Buildings and Building Regulations	401 E Sugarland Hwy Clewiston
Resolved	22-0079	Chapter 58 Peddlers and Solicitors	700 W Sugarland Hwy Clewiston
Resolved	22-0080	Zoning	815 W Aztec Ave Clewiston
Resolved	22-0081	Signs	841 E Esperanza Ave Clewiston
Resolved	22-0082	Signs	722 E Sugarland Hwy Clewiston
Resolved	22-0084	Signs	310 E Sugarland Hwy Clewiston
Resolved	22-0086	Signs	100 S Berner Rd Clewiston
Resolved	22-0087	Signs	1005 W Sugarland Hwy Clewiston
Resolved	22-0089	Chapter 74- Utilities	503 W Obispo Ave Clewiston

**PROTECTIVE INSPECTIONS  
ACTIVITY REPORT FOR COMMUNITY  
DEVELOPMENT DEPARTMENT  
March 2022**

**Building Department**

- Issued (54) permits
- Performed (51) inspections
- Performed (54) plan reviews
- Serviced (228) customers (both by phone & walk-ins)
- Lien searches researched – 26
- Business Licenses issued – 3
- Issued (9) yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

**Planning & Zoning**

1. Approval of Minutes of Regular Meeting from January 10, 2021
2. Review of the Private Property rights element to be added to the Comprehensive Plan.

**Community Redevelopment Agency**

- There was no meeting.

**Building Board**

- There was no meeting.

**Fire Marshal & Fire Department**

- (9) – Fire Inspections

The fire department responded to:

- (56) total calls

March 2022 Inspections			
Permit#	Inspection Type	Result	Inspected Date
18-0566	DRYWALL	Pass	3/1/2022
18-0566	BLDG-FNL	Pass	3/1/2022
21-0198	WINDOW/DOOR	Pass	3/31/2022
21-0198	BLDG-FNL	Pass	3/31/2022
21-0234	WINDOW/DOOR	Pass	3/16/2022
21-0234	BLDG-FNL	Pass	3/16/2022
21-0276	DRY-IN	Pass	3/7/2022
21-0361	DRY IN	Pass	3/8/2022
21-0361	WINDOW/DOOR	Pass	3/31/2022
21-0370	FINAL	NC	3/11/2022
21-0372	ELECT-R	Pass	3/11/2022
21-0415	FINAL	Pass	3/3/2022
21-0416	CONC-R	Pass	3/3/2022
21-0420	UG Plumbing	NC	3/18/2022
21-0420	Pool Pipe Pressure Test	NC	3/18/2022
21-0420	Pool Equipment Bonding Grid	Pass	3/18/2022
21-0422	Pool Plumbing Final	NC	3/18/2022
21-0422	Pool Pipe Pressure Test	NC	3/18/2022
21-0422	Pool Equipment Bonding Grid	Pass	3/18/2022
22-0003	FRAME	Pass	3/3/2022
22-0003	SHEATHIN	Pass	3/3/2022
22-0006	ELECT-F	Pass	3/4/2022
22-0007	FINAL	Pass	3/18/2022
21-0405	ELECT-F	Pass	3/24/2022
22-0035	FINAL	Pass	3/31/2022
22-0040	FINAL	Pass	3/11/2022
22-0041	FINAL	Pass	3/18/2022
22-0044	FOUND	Pass	3/3/2022
22-0044	SETBACK	Pass	3/18/2022
22-0044	FINAL	Pass	3/18/2022
22-0044	BLDG-FNL	Pass	3/18/2022
22-0046	PLUMBING FINAL	Pass	3/18/2022
22-0049	FINAL	Pass	3/15/2022
22-0053	TIE IN TO CITY WATER/ SEWER LINE	Pass	3/15/2022
22-0054	FINAL	Pass	3/11/2022
22-0054	FOUND	Pass	3/11/2022
22-0054	SETBACK	Pass	3/11/2022
22-0055	FINAL	Pass	3/24/2022
22-0056	DRY-IN	Pass	3/11/2022
22-0056	FINAL	Pass	3/18/2022
22-0057	FRAME	Pass	3/18/2022
22-0058	IN PROG	Pass	3/17/2022
22-0060	DRY-IN	NC	3/18/2022
22-0068	FINAL	Pass	3/31/2022
21-0370	FINAL	Pass	3/14/2022



22-0060	DRY-IN	Pass	3/25/2022
22-0079	WINDOW/DOOR	Pass	3/31/2022
22-0079	BLDG-FNL	Pass	3/31/2022
22-0083	DRY-IN	Pass	3/31/2022
22-0083	FINAL	Pass	3/31/2022
22-0090	FOOTER/REBAR	Pass	3/31/2022
Total	51		

March 2022 Permits

Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Everglades Construction Group, LLC	John Polhill	3/1/2022	CONCRETE	22-0045	500 E Alverdez Ave	2,400.00	0	94.9
Pam's Plumbing, Inc. CFC1428366	Baldemar & Maria E Martinez	3/3/2022	PLUMB	22-0046	515 W El Paso Ave	2,499.00	0	94.9
Superior Contracting of South Florida	MCP Management, Inc.	3/1/2022	BLDG-RMC	22-0047	518 E Sugarland Hwy	6,471.00	0	115.7
Fabri-Tech Screen Enclosures, LLC	Earnest H & Hazel C Rawls	3/2/2022	ACC-BLDG	22-0048	202 Ridgewood Ave	12,532.00	0	146.9
Pam's Plumbing, Inc. CFC1428366	Carroll & Kimberly Royal	3/2/2022	DEMO-RES	22-0049	205 E Esperanza Ave	500	0	50
	Veronica Pike	3/2/2022	ACC-BLDG	22-0050	715 Guava St	5,000.00	0	100.1
JSM Electric & AC, LLC	United States Sugar Corp	3/2/2022	ELECT	22-0051	1300 S Francisco Ave	1,500.00	0	84.5
Fabri-Tech Screen Enclosures, LLC	Gregorio & Angelica Gonzales Jr.	3/2/2022	ACC-BLDG	22-0052	1016 W Avenida Del Rio	7,918.00	0	120.9
Pam's Plumbing, Inc. CFC1428366	Carroll & Kimberly Royal	3/3/2022	PLUMB	22-0053	205 E Esperanza Ave	2,000.00	0	84.5
Owner	of Clewiston, LLC Orchard Park	3/3/2022	ACC-BLDG	22-0054	702 Harvest Ln	4,800.00	0	105.3
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Amber Hughes Clements	3/3/2022	REROOF	22-0055	908 Sawgrass St	10,100.00	0	136.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Haitham K Kaki	3/3/2022	REROOF	22-0056	1045 Palmetto St	91,800.00	0	557.7
IMC Services & Designs, LLC	Timothy E & Julia P Hough	3/4/2022	BLDG-RMC	22-0057	107 Bond St	16,445.00	0	167.7
Affordable Gas	Tracy L & Cynthia Bethea	3/4/2022	FUEL-GAS	22-0058	923 N Berner Rd	2,500.00	0	94.9
Everglades Construction Group, LLC	Joseph & Dawn Miller	3/8/2022	ACC-BLDG	22-0059	208 Saginaw Ave	110,000.00	0	651.3
Superior Contracting of South Florida	Jackie D Garrett	3/8/2022	REROOF	22-0060	431 E Avenida Del Rio	18,957.00	0	178.1
Taylor Electric & Air Conditioning, Inc.	Timothy R & Brenda K Itzen	3/8/2022	ELECT	22-0061	208 E Avenida Del Rio	2,400.00	0	94.9

Johnson Controls Fire Proection	City of Clewiston	3/9/2022	ELECT	22-0062	1300 S Olympia St	13,430.00	0	152.1
Superior Contracting of South Florida	David & Rachel Edmonds	3/9/2022	REROOF	22-0063	205 Ridgewood Ave	19,000.00	0	178.1
Owner	Christohper & Laurinda M Barraza	3/9/2022	REROOF	22-0064	645 E Concordia Ave	3,500.00	0	100.1
Solid Makers Aluminum Structures, Inc.	Gregorio & Angelica Gonzales Jr.	3/9/2022	ACC-BLDG	22-0065	1016 W Avenida Del Rio	1,800.00	0	84.5
Morgan Exteriors windows, siding, doors and more, LLC	Evelyn Jackman	3/9/2022	BLDG-RMR	22-0066	621 E Del Monte Ave	15,600.00	162.5	0
Owner	Ruth McCarthy	3/9/2022	FENCE	22-0067	811 W Royal Palm Ave	9,000.00	0	126.1
Universal Group	Juan M Castillo	3/9/2022	REROOF	22-0068	430 E Trinidad Ave	6,200.00	0	115.7
Bryant Roofing LLC	Teodoro H & Maria Reyes	3/14/2022	REROOF	22-0069	224 De Soto Ave	14,950.00	0	157.3
	Clewiston Two LLC	3/11/2022	TMP-SIGN	22-0070	108 E Sugarland Hwy	100	0	45
Stansell Properties	McDonald's Restaurant- Duplicate	3/14/2022	BLDG-RMC	22-0071	905 W Sugarland Hwy	55,000.00	0	365.3
Solid Makers Aluminum Structures, Inc.	of Clewiston, LLC Orchard Park	3/14/2022	ACC-BLDG	22-0072	556 Old Farm Place	11,000.00	0	136.5
Taylor Electric & Air Conditioning, Inc.	Tammy Hughes	3/14/2022	ELECT	22-0073	508 Royal Palm Ave	2,096.00	188.5	0
Taylor Electric & Air Conditioning, Inc.	Alberto Rodriguez	3/15/2022	ELECT	22-0074	507 Water Oak Ave	1,075.00	0	84.5
Owner	Joanne L Davis Vorhees	3/15/2022	ACC-BLDG	22-0075	538 W Trinidad Ave	5,546.00	0	110.5
Bevis Construction, Inc	Clewiston Motor Company, Inc.	3/28/2022	DEMO-COM	22-0076	202 W Sugarland Hwy	10,000.00	0	50
Close Construction, Inc.	Hendry County	3/21/2022	BLDG-RMC	22-0077	1100 Olympia St	99,000.00	0	594.1
Universal Group	Eduardo Suarez Reyes	3/21/2022	REROOF	22-0078	226 Basilan Crescent	5,300.00	110.5	0
	Timmy Potts	3/21/2022	BLDG-RMR	22-0079	110 Ridgewood Ave	11,000.00	0	136.5
David's Carpentry & Concrete, Inc.	J. JORDAN INVESTMENTS LLC	3/22/2022	BLDG-RMC	22-0080	100 W Ventura Ave	8,500.00	0	126.1

Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Richard A & Crystal Felton	3/22/2022	REROOF	22-0081	319 W Sugarland Cir	8,900.00	0	126.1
Owner	William F & Maria C Self	3/22/2022	POOLS	22-0082	208 Trocadero Ave	40,000.00	0	287.3
Superior Contracting of South Florida	Edilberto & Consuelo Emma Vazquez	3/22/2022	REROOF	22-0083	1000 Banyan St	6,000.00	0	110.5
W/W Companies, Inc.	Haitham K Kaki	3/22/2022	ACC-BLDG	22-0084	1045 Palmetto St	60,000.00	0	391.3
Owner	Jared & Lindsay Sergent	3/22/2022	FENCE	22-0085	201 W Del Monte Ave	4,500.00	0	105.3
W/W Companies, Inc.	Hendry County Non-Profit	3/24/2022	BLDG-RMR	22-0086	627 W Ventura Ave	42,000.00	0	297.7
Stony Electric, LLC	Bharat B & Hansa B Patel	3/25/2022	ELECT	22-0087	324 E Del Monte Ave	1,900.00	0	84.5
Neita & Associates, LLC	Gloria J Ford	3/28/2022	BLDG-RMR	22-0088	705 S W C Owen Ave	15,200.00	0	162.5
Solid Makers Aluminum Structures, Inc.	Timmy Potts	3/28/2022	ACC-BLDG	22-0089	110 Ridgewood Ave	12,900.00	0	146.9
Solid Makers Aluminum Structures, Inc.	of Clewiston, LLC Orchard Park	3/29/2022	ACC-BLDG	22-0090	1010 S San Pedro St	12,200.00	0	146.9
Superior Contracting of South Florida	Sergio & Rosa Fillion	3/29/2022	REROOF	22-0091	810 W Alverdez Ave	11,000.00	0	136.5
Solid Makers Aluminum Structures, Inc.	of Clewiston, LLC Orchard Park	3/30/2022	ACC-BLDG	22-0092	701 Harvest Ln	3,600.00	0	100.7
Solid Makers Aluminum Structures, Inc.	Alfred & Michele D. Griffin Jr.	3/30/2022	ACC-BLDG	22-0093	623 Orchard Park Dr	10,200.00	0	136.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Benito & Carmen Garcia	3/30/2022	REROOF	22-0094	519 Ponce De Leon Ave	10,900.00	0	136.5
Jimmy Pittman Electrical, Inc.	Anparo Perez	3/30/2022	ELECT	22-0095	322 E Obispo Ave	2,495.00	0	94.9
Owner	Martin J & Adela Vallejo	3/30/2022	ACC-BLDG	22-0096	1025 Caribbean Ave	7,695.00	0	120.9
Owner	CWR Land Corp.	3/30/2022	ACC-BLDG	22-0097	730 S Francisco St Lot 69	5,000.00	0	105.3
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Gloria J Ford	3/30/2022	REROOF	22-0098	705 S W C Owen Ave	11,000.00	0	136.5

Total 54						855,409.00	461.5	8268
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# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
TCOHENS  
Printed On:  
04/01/2022 07:34:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD005165 PUnit: 550 JONES W	03/31/2022 6:55:16	ANIMAL CONTROL CALL	272 HUNTING CLUB AVE	S35 Z	
CLPD22CAD005100 PUnit: 515 RODRIGUEZ E BUnit1: 551	03/30/2022 19:01:48	ANIMAL CONTROL CALL	E AZTEC AVE	S35 D	
CLPD22CAD005086 PUnit: 550 JONES W	03/30/2022 10:43:16	ANIMAL COMPLAINT	272 HUNTING CLUB AVE	S35 Z	
CLPD22CAD005012 PUnit: 551 RODRIGUEZ J	03/28/2022 13:22:42	ANIMAL COMPLAINT	840 N ROMERO ST	S35 Z	
CLPD22CAD005002 PUnit: 551 RODRIGUEZ J	03/28/2022 7:13:09	ANIMAL COMPLAINT	10405 SOUTHERN BLVD	S35 Z	
CLPD22CAD004922 PUnit: 550 JONES W	03/27/2022 14:52:56	ANIMAL COMPLAINT	870 S ISORA ST	S35 Z	
CLPD22CAD004913 PUnit: 551 RODRIGUEZ J BUnit1: 550	03/27/2022 10:39:03	ANIMAL COMPLAINT	551 CAMINO REAL BLVD	S35 Z	
CLPD22CAD004906 PUnit: 551 RODRIGUEZ J BUnit1: 550	03/27/2022 9:41:36	ANIMAL COMPLAINT	700 E VENTURA AVE J21	S35 Z	
CLPD22CAD004835 PUnit: 551 RODRIGUEZ J	03/26/2022 19:04:29	SPECIAL DETAIL	410 W ARROYO AVE	S15 Z	
CLPD22CAD004820 PUnit: 551 RODRIGUEZ J	03/26/2022 16:41:55	ANIMAL CONTROL CALL	819 E TRINIDAD AVE	S35 Z	
CLPD22CAD004800 PUnit: 551 RODRIGUEZ J	03/26/2022 11:52:44	ANIMAL COMPLAINT	870 S ISORA ST	S35 Z	
CLPD22CAD004796 PUnit: 550 JONES W	03/26/2022 10:29:46	ANIMAL CONTROL CALL	6781 SAN CASA DR	S35 Z	
CLPD22CAD004788 PUnit: 550 JONES W	03/26/2022 7:48:35	ANIMAL CONTROL CALL	CR 833	S35 Z	
CLPD22CAD004785 PUnit: 550 JONES W	03/26/2022 7:13:52	ANIMAL CONTROL CALL	272 HUNTING CLUB AVE	S35 Z	
CLPD22CAD004727 PUnit: 550 JONES W	03/25/2022 11:08:25	ANIMAL COMPLAINT	272 HUNTING CLUB AVE	S35 Z	



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Printed By:  
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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD004726 PUnit: 550 JONES W	03/25/2022 10:55:14	ANIMAL COMPLAINT	419 W AZTEC AVE	S35 Z	
CLPD22CAD004721 PUnit: 550 JONES W	03/25/2022 8:04:16	ANIMAL COMPLAINT	W US HWY 27	S35 Z	
CLPD22CAD004685 PUnit: 550 JONES W	03/24/2022 9:16:20	ANIMAL COMPLAINT	CR 833	S35 Z	
CLPD22CAD004663 PUnit: 551 RODRIGUEZ J	03/23/2022 20:19:16	ANIMAL CONTROL CALL	540 E HAITI AVE	S35 Z	
CLPD22CAD004658 PUnit: 551 RODRIGUEZ J	03/23/2022 19:54:43	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35 Z	
CLPD22CAD004638 PUnit: 551 RODRIGUEZ J	03/23/2022 15:48:53	ANIMAL COMPLAINT	1951 W SR 80	S35 Z	
CLPD22CAD004632 PUnit: 551 RODRIGUEZ J	03/23/2022 12:21:23	ANIMAL COMPLAINT	217 HUNTING CLUB AVE	S35 Z	
CLPD22CAD004623 PUnit: 551 RODRIGUEZ J	03/23/2022 9:21:26	ANIMAL COMPLAINT	S SAN PEDRO ST	S35 Z	
CLPD22CAD004566 PUnit: 551 RODRIGUEZ J	03/22/2022 15:55:25	ANIMAL COMPLAINT	272 HUNTING CLUB AVE	S35 Z	
CLPD22CAD004565 PUnit: 551 RODRIGUEZ J	03/22/2022 15:28:23	ANIMAL COMPLAINT	504 E VENTURA AVE	S35 Z	
CLPD22CAD004560 PUnit: 551 RODRIGUEZ J	03/22/2022 12:54:48	ANIMAL COMPLAINT	272 HUNTING CLUB AVE	S35 Z	
CLPD22CAD004558 PUnit: 551 RODRIGUEZ J	03/22/2022 11:16:32	ANIMAL COMPLAINT	HOOVER DYKE RD	S35 L	
CLPD22CAD004556 PUnit: 551 RODRIGUEZ J	03/22/2022 11:02:43	ANIMAL CONTROL CALL	202 S W C OWEN AVE	S35 Z	
CLPD22CAD004552 PUnit: 551 RODRIGUEZ J	03/22/2022 10:21:17	ANIMAL CONTROL CALL	416 W VENTURA AVE	S35 Z	
CLPD22CAD004551	03/22/2022 10:09:25	ANIMAL COMPLAINT	1640 RIDGDILL RD	S35 Z	



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Printed By:  
TCOHENS  
Printed On:  
04/01/2022 07:34:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004425	03/20/2022 16:13:34	ANIMAL CONTROL CALL	1005 W SUGARLAND HWY	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD004421	03/20/2022 11:13:29	ANIMAL CONTROL CALL	6781 SAN CASA DR	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD004352	03/18/2022 15:09:09	ANIMAL COMPLAINT	3031 N/W 2ND PLACE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004349	03/18/2022 11:30:32	ANIMAL COMPLAINT	4425 W SR 80	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD004348	03/18/2022 10:18:49	ANIMAL COMPLAINT	1044 W VENTURA AVE	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD004302	03/17/2022 11:03:58	ANIMAL COMPLAINT	1300 OLYMPIA ST	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004299	03/17/2022 9:57:11	ANIMAL COMPLAINT	1200 OLYMPIA ST	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004297	03/17/2022 9:46:07	ANIMAL COMPLAINT	221 W ARCADE AVE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004248	03/16/2022 16:37:45	ANIMAL COMPLAINT	71 S LEE ST	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004227	03/16/2022 11:21:39	FOLLOW UP	641 E SUGARLAND HWY	1017 Z 42	
PUnit: 508 WILLIAMS C BUnit1: 551					
CLPD22CAD004209	03/16/2022 10:20:06	ACO-PATROL-CITY	300 S BERNER RD	S80 U 42	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004154	03/15/2022 14:42:21	ANIMAL COMPLAINT	225 W ARCADE AVE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004153	03/15/2022 14:37:01	ANIMAL COMPLAINT	414 W VENTURA AVE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD004152	03/15/2022 14:01:53	ANIMAL COMPLAINT	428 W OBISPO AVE	S35 A	
PUnit: 551 RODRIGUEZ J					





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Printed By:  
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04/01/2022 07:34:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD004151 PUnit: 551 RODRIGUEZ J	03/15/2022 13:29:23	ANIMAL COMPLAINT	1115 LOUISIANA AVE	S35 Z	
CLPD22CAD004150 PUnit: 551 RODRIGUEZ J	03/15/2022 12:44:34	ANIMAL CONTROL CALL	206 RIDGEWOOD AVE	S35 Z	
CLPD22CAD004148 PUnit: 551 RODRIGUEZ J	03/15/2022 12:12:04	ANIMAL CONTROL CALL	311 E OBISPO AVE	S35 Z	
CLPD22CAD004133 PUnit: 550 JONES W BUnit1: 551	03/15/2022 10:14:31	ANIMAL COMPLAINT	S W C OWEN AVE	S35 Z	
CLPD22CAD004129 PUnit: 550 JONES W	03/15/2022 6:54:47	ANIMAL CONTROL CALL	427 W EL PASO AVE	S35 Z	
CLPD22CAD004024 PUnit: 550 JONES W	03/13/2022 8:18:14	ANIMAL CONTROL CALL	484 BALD CYPRESS AVE	S32 Z	
CLPD22CAD004022 PUnit: 550 JONES W	03/13/2022 7:19:36	ANIMAL CONTROL CALL	GLORIA ST	S35 Z	
CLPD22CAD003890 PUnit: 551 RODRIGUEZ J	03/11/2022 18:48:48	ACO-SHELTER SERVICE	410 W ARROYO AVE	S80 U 42	
CLPD22CAD003828 PUnit: 551 RODRIGUEZ J	03/10/2022 17:41:55	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 Z 42	
CLPD22CAD003826 PUnit: 551 RODRIGUEZ J	03/10/2022 17:18:58	ANIMAL CONTROL CALL	350 S FRONDA ST	S35 Z	
CLPD22CAD003822 PUnit: 551 RODRIGUEZ J	03/10/2022 15:12:18	ANIMAL COMPLAINT	425 S ROMERO ST	S35 Z	
CLPD22CAD003820 PUnit: 551 RODRIGUEZ J	03/10/2022 14:36:47	ANIMAL COMPLAINT	305 VIA DEL AQUA	S35 Z	
CLPD22CAD003819 PUnit: 551 RODRIGUEZ J	03/10/2022 14:12:50	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35 Z	
CLPD22CAD003815 PUnit: 551 RODRIGUEZ J	03/10/2022 11:35:37	ANIMAL COMPLAINT	300 S BERNER RD	S35 Z	
CLPD22CAD003814 PUnit: 551 RODRIGUEZ J	03/10/2022 11:26:57	ANIMAL COMPLAINT	975 W SUGARLAND HWY	S35 Z	



# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
TCOHENS  
Printed On:  
04/01/2022 07:34:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD003812 PUnit: 551 RODRIGUEZ J	03/10/2022 10:35:09	ANIMAL COMPLAINT	1024 W SUGARLAND HWY	S35 Z	
CLPD22CAD003811 PUnit: 551 RODRIGUEZ J	03/10/2022 9:44:03	ANIMAL COMPLAINT	1104 CAROLINA AVE	S35 Z	
CLPD22CAD003757 PUnit: 551 RODRIGUEZ J	03/09/2022 20:11:02	ANIMAL CONTROL CALL	300 S BERNER RD	S35 Z	
CLPD22CAD003753 PUnit: 550 JONES W	03/09/2022 18:42:25	ANIMAL CONTROL CALL	10401 SOUTHERN BLVD	S35 Z	
CLPD22CAD003748 PUnit: 550 JONES W	03/09/2022 17:18:40	ANIMAL CONTROL CALL	10389 PIPPIN LANE	S35 Z	
CLPD22CAD003739 PUnit: 550 JONES W	03/09/2022 15:03:43	ANIMAL COMPLAINT	393 S BERNER RD	S35 Z	
CLPD22CAD003659 PUnit: 551 RODRIGUEZ J BUnit1: 550	03/08/2022 14:48:05	ANIMAL COMPLAINT	104 HOLIDAY BLVD	S35 Z	
CLPD22CAD003598 PUnit: 550 JONES W	03/07/2022 10:47:37	ANIMAL COMPLAINT	1243 EVERCANE RD	S35 Z	
CLPD22CAD003348 PUnit: 551 RODRIGUEZ J	03/03/2022 16:41:45	ANIMAL CONTROL CALL	425 S ROMERO ST	S35 Z	
CLPD22CAD003347 PUnit: 551 RODRIGUEZ J	03/03/2022 15:52:47	ANIMAL CONTROL CALL	170 N GRANJA ST	S35 Z	
CLPD22CAD003346 PUnit: 551 RODRIGUEZ J	03/03/2022 14:53:33	ANIMAL COMPLAINT	1051 DAVIDSON RD	S35 Z	
CLPD22CAD003337 PUnit: 551 RODRIGUEZ J	03/03/2022 10:42:29	ANIMAL COMPLAINT	1200 PRATT BLVD	S35 Z	
CLPD22CAD003295 PUnit: 551 RODRIGUEZ J	03/02/2022 15:21:13	ANIMAL COMPLAINT	425 S ROMERO ST	S35 Z	
CLPD22CAD003293 PUnit: 551 RODRIGUEZ J	03/02/2022 14:44:56	ANIMAL COMPLAINT	1051 DAVIDSON RD	S35 Z	
CLPD22CAD003288	03/02/2022 12:21:43	ANIMAL CONTROL CALL	920 CAROLINA AVE	S35 Z	



**CLEWISTON POLICE DEPARTMENT**  
**CALL HISTORY LISTING**

Printed By:  
TCOHENS  
Printed On:  
04/01/2022 07:34:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 RODRIGUEZ J					
CLPD22CAD003281	03/02/2022 9:20:47	ANIMAL CONTROL CALL	HOLLY DR	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD003280	03/02/2022 9:10:36	ANIMAL COMPLAINT	300 S BERNER RD	S35 Z	
PUnit: 551 RODRIGUEZ J					

## Animals Inducted by Date and Species

Criteria:

Enter from date: 03/01/2022

Enter to date: 03/31/2022

### Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2022023	Dory	S (Stray Cat)	03/01/2022			3 days.
S2022028	Loo	S (Stray Cat)	03/01/2022			3 days.
S2022027	Xena	S (Stray Cat)	03/01/2022			1 day.
S2022025	Nemo	S (Stray Cat)	03/01/2022			3 days.
S2022026	Zoe	S (Stray Cat)	03/01/2022			3 days.
S2022024	Crush	S (Stray Cat)	03/01/2022			3 days.
S2022029	Viper	S (Stray Cat)	03/02/2022			1 week.
F2022006	Rita	F (Feral Cat)	03/03/2022	Cathy Crispell 1550 Old US Hwy 27 Clewiston FL 33440		3 weeks.
S2022030	Winter	S (Stray Cat)	03/03/2022			1 day.
U2022048	Kit	U (Unwanted Cat)	03/04/2022			0 days.
U2022049	Della	U (Unwanted Cat)	03/04/2022			1 week.
U2022051	Sam	U (Unwanted Cat)	03/04/2022			6 days.

U2022050	Chili	U (Unwanted Cat)	03/04/2022			1 week.
S2022031	Logan	S (Stray Cat)	03/07/2022			2 days.
S2022037	Bay	S (Stray Cat)	03/08/2022			1 day.
S2022032	Jigz	S (Stray Cat)	03/08/2022			5 days.
S2022035	Dock	S (Stray Cat)	03/08/2022			1 day.
S2022033	Lemmy	S (Stray Cat)	03/08/2022			1 day.
S2022034	Summer	S (Stray Cat)	03/08/2022			1 day.
S2022036	River	S (Stray Cat)	03/08/2022			1 day.
U2022052	James	U (Unwanted Cat)	03/09/2022			2 days.
S2022039	Freya	S (Stray Cat)	03/10/2022			3 days.
S2022038	Hermie	S (Stray Cat)	03/10/2022			3 days.
S2022040	Snow	S (Stray Cat)	03/11/2022			0 days.
S2022058	Cleocatra	S (Stray Cat)	03/13/2022			1 week.
S2022060	Purrsius	S (Stray Cat)	03/13/2022			1 week.
S2022059	Catticus	S (Stray Cat)	03/13/2022			1 week.
S2022057	Purrscilla	S (Stray Cat)	03/13/2022			1 week.

S2022042	Sheena	S (Stray Cat)	03/14/2022	Nancy Haskew 1982 Joshua Blvd Clewiston FL 33440		2 days.
U2022053	Oppie	U (Unwanted Cat)	03/15/2022		Emily Kovabusky 641 S Palm St Clewiston FL 33440	1 day.
S2022048	Malachite	S (Stray Cat)	03/15/2022			1 day.
S2022045	Pearl	S (Stray Cat)	03/15/2022			1 day.
S2022044	Emerald	S (Stray Cat)	03/15/2022			1 day.
S2022046	Opal	S (Stray Cat)	03/15/2022			1 day.
F2022010	Kimber	F (Feral Cat)	03/15/2022			2 weeks.
U2022055	Bakugo	U (Unwanted Cat)	03/15/2022		Emily Kovabusky 641 S Palm St Clewiston FL 33440	2 weeks.
S2022043	Barley	S (Stray Cat)	03/15/2022			1 day.
U2022054	Mema	U (Unwanted Cat)	03/15/2022		Emily Kovabusky 641 S Palm St Clewiston FL 33440	1 day.
S2022047	Amber	S (Stray Cat)	03/15/2022			1 day.
S2022049	Siggy	S (Stray Cat)	03/16/2022			4 days.
S2022052	Spice	S (Stray Cat)	03/17/2022			2 weeks.
S2022053	Wasabi	S (Stray Cat)	03/17/2022			1 week.
S2022051	Mina	S (Stray Cat)	03/17/2022			1 week.

S2022054	Basil	S (Stray Cat)	03/17/2022			2 weeks.
S2022055	Thyme	S (Stray Cat)	03/17/2022			1 week.
F2022008	Rex	F (Feral Cat)	03/20/2022			1 week.
S2022061	Meowsie	S (Stray Cat)	03/20/2022			0 days.
S2022056	Izzy	S (Stray Cat)	03/21/2022			1 week.
F2022007	Hatchi	F (Feral Cat)	03/21/2022			1 week.
S2022062	Pawlina	S (Stray Cat)	03/21/2022			5 days.
U2022057	Whiskpurr	U (Unwanted Cat)	03/21/2022			5 days.
S2022064	Clawdia	S (Stray Cat)	03/21/2022			5 days.
S2022063	Catalina	S (Stray Cat)	03/21/2022			5 days.
S2022065	Karen	S (Stray Cat)	03/24/2022			2 days.
U2022058	Mina Baby 1	U (Unwanted Cat)	03/25/2022			1 day.
U2022062	Mina Baby 5	U (Unwanted Cat)	03/25/2022			1 day.
U2022060	Mina Baby 3	U (Unwanted Cat)	03/25/2022			1 day.
U2022066	Brisbie	U (Unwanted Cat)	03/25/2022			6 days.

U2022064	Val	U (Unwanted Cat)	03/25/2022			6 days.
U2022061	Mina Baby 4	U (Unwanted Cat)	03/25/2022			1 day.
U2022063	Mina Baby 6	U (Unwanted Cat)	03/25/2022			1 day.
U2022059	Mina Baby 2	U (Unwanted Cat)	03/25/2022			1 day.
U2022067	Venus	U (Unwanted Cat)	03/25/2022			1 week.
S2022078	Kenya Baby 3	S (Stray Cat)	03/26/2022			5 days.
S2022076	Kenya Baby 1	S (Stray Cat)	03/26/2022			5 days.
S2022079	Kenya Baby 4	S (Stray Cat)	03/26/2022			5 days.
S2022067	Kenya	S (Stray Cat)	03/26/2022			5 days.
S2022080	Kenya Baby 5	S (Stray Cat)	03/26/2022			5 days.
S2022077	Kenya Baby 2	S (Stray Cat)	03/26/2022			5 days.
S2022081	Kenya Baby 6	S (Stray Cat)	03/26/2022			5 days.
S2022082	Kenya Baby 7	S (Stray Cat)	03/26/2022			5 days.
S2022066	Rimini	S (Stray Cat)	03/26/2022			5 days.
U2022065	Lynx	U (Unwanted Cat)	03/27/2022			5 days.
S2022074	Hazel Baby 5	S (Stray Cat)	03/28/2022			3 days.



S2022069	Hazel	S (Stray Cat)	03/28/2022			3 days.
U2022069	Lena	U (Unwanted Cat)	03/28/2022			0 days.
U2022068	Mickey	U (Unwanted Cat)	03/28/2022			0 days.
S2022073	Hazel Baby 4	S (Stray Cat)	03/28/2022			3 days.
S2022068	Fiddle	S (Stray Cat)	03/28/2022			0 days.
S2022070	Hazel Baby 1	S (Stray Cat)	03/28/2022			3 days.
S2022072	Hazel Baby 3	S (Stray Cat)	03/28/2022			3 days.
S2022071	Hazel Baby 2	S (Stray Cat)	03/28/2022			3 days.
S2022075	Hazel Baby 6	S (Stray Cat)	03/28/2022			3 days.
S2022083	Pablo	S (Stray Cat)	03/31/2022			1 day.
S2022084	Ebi	S (Stray Cat)	03/31/2022			1 day.

Total Cat: 85

## Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
D2022060	PeeWee	D (Dog)	03/01/2022		Gary Johnson 116 Oak Dr Clewiston FL 33440	2 days.
D2022064	Cypress	D (Dog)	03/01/2022		Christian Gonzalez 440 Ventura Ave Clewiston FL 33440	0 days.

D2022062	Spooky	D (Dog)	03/01/2022		<i>Melissa Clough</i> 381 Montura Ave Clewiston FL 33440	1 week.
D2022063	Habanero	D (Dog)	03/01/2022		<i>Melissa Clough</i> 381 Montura Ave Clewiston FL 33440	1 week.
D2022066	Oak	D (Dog)	03/01/2022		<i>Christian Gonzalez</i> 440 Ventura Ave Clewiston FL 33440	0 days.
U2022056	Hope	U (Unwanted Cat)	03/01/2022			2 weeks.
A2022054	Boi	A (Stray Dog)	03/01/2022	<i>Jose Aguilar</i> South Quebrada St Clewiston FL 33440		2 weeks.
D2022067	Sequoia	D (Dog)	03/01/2022		<i>Christian Gonzalez</i> 440 Ventura Ave Clewiston FL 33440	0 days.
D2022065	Cedar	D (Dog)	03/01/2022		<i>Christian Gonzalez</i> 440 Ventura Ave Clewiston FL 33440	0 days.
D2022061	Little Man	D (Dog)	03/01/2022		<i>Gary Johnson</i> 116 Oak Dr Clewiston FL 33440	2 days.
D2022068	Lala	D (Dog)	03/01/2022			1 day.
A2022055	Reese	A (Stray Dog)	03/02/2022			1 week.
A2022057	Timmy	A (Stray Dog)	03/02/2022			5 days.
D2022069	Danni	D (Dog)	03/02/2022			4 weeks.
A2022056	Gumbie	A (Stray Dog)	03/03/2022			6 days.

A2022058	Sadie	A (Stray Dog)	03/06/2022			1 week.
D2022070	Sabache	D (Dog)	03/07/2022		Linda Martinez 735 S Utopia Clewiston FL 33440	2 days.
A2022059	Bug	A (Stray Dog)	03/09/2022			0 days.
D2022071	Hutch	D (Dog)	03/10/2022			3 weeks.
A2022060	Johnny Bravo	A (Stray Dog)	03/13/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		2 days.
D2022072	Red	D (Dog)	03/15/2022		Emily Kovabusky 641 S Palm St Clewiston FL 33440	2 weeks.
D2022073	Ivory	D (Dog)	03/15/2022		Emily Kovabusky 641 S Palm St Clewiston FL 33440	3 days.
A2022061	Blair	A (Stray Dog)	03/18/2022			2 weeks.
D2022074	Queenie	D (Dog)	03/18/2022	Emmitt Hill 1115 Louisiana Ave Clewiston FL 33440	Emmitt Hill 1115 Louisiana Ave Clewiston FL 33440	2 weeks.
D2022075	Mila	D (Dog)	03/22/2022			1 day.
D2022076	Nola	D (Dog)	03/24/2022			1 week.
A2022063	Puffy	A (Stray Dog)	03/27/2022			4 days.
A2022062	Sky	A (Stray Dog)	03/27/2022			4 days.
A2022064	Layca	A (Stray Dog)	03/28/2022			4 days.

Total Dog: 29

## **Total animals: 114**

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Report: **Animals Inducted by Date and Species**

Generated by Animal Shelter Manager 46u [Wed 30 Mar 08:45:25 BST 2022] at Clewiston Animal Control on 04/01/2022 by tlewis

# Call Summary

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Year: 2022

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 04/01/2022 02:11:16

Report Date From: 03/01/2022

Report Date To: 03/31/2022

Period Group: Month

Days Of Week: All

Call Type: All

Abandoned Filters: Include Abandoned

NSI Filters: Separate NSI Totals

Agency Affiliation: All

PSAP Size: All

		March 2022	Total
911	Inbound	709	709
	Abandoned	93	93
	Abandoned %	11.60%	11.60%
	NSI %	8.10%	8.10%
	Unparsed	0	0
	Total	802	802
911 Non-NSI	Inbound	661	661
	Abandoned	76	76
	Abandoned %	10.31%	10.31%
	Total	737	737
911 NSI	Inbound	48	48
	Abandoned	17	17
	Abandoned %	26.15%	26.15%
	Total	65	65
10-Digit Emerg	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
Administrative	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
	Avg Call Duration	49.2	49.2
	Total	802	802

# PSAP Ring Time

Clewiston PD  
 4425 West State Road 80  
 La Belle, FL 33935

County: Hendry

Month - Year: March 2022  
 Agency Affiliation: Police  
 PSAP Size: Extra Large

Report Date: 04/01/2022 02:11:44  
 Report Date From: 03/01/2022  
 Report Date To: 03/31/2022  
 Period Group: Month  
 Time Group: 60 Minute  
 Time Block: 00:00 - 23:59  
 Days Of Week: All  
 Call Type: 911 Calls  
 Abandoned Filters: Include Abandoned  
 Agency Affiliation: All  
 PSAP Size: All

The PSAP Ring Time Report is representative of the agent's answer time experience. Ring-to-Answer is measured from the time of presentation at the station to the time of agent answer (Ring Seconds Only).

Call Hour	Ring Times In Seconds							Total	Avg. Duration	% with Ring			
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+			≤ 10 Secs	≤ 15 Secs	≤ 20 Secs	≤ 40 Secs
00:00	20	0	0	0	0	0	0	20	34.0	100.00 %	100.00 %	100.00 %	100.00 %
01:00	25	0	0	1	0	0	0	26	40.4	96.15 %	96.15 %	96.15 %	100.00 %
02:00	15	0	0	0	0	0	0	15	37.2	100.00 %	100.00 %	100.00 %	100.00 %
03:00	8	1	0	0	0	0	0	9	60.8	88.89 %	100.00 %	100.00 %	100.00 %
04:00	8	0	0	0	0	0	0	8	38.3	100.00 %	100.00 %	100.00 %	100.00 %
05:00	15	0	0	0	0	0	0	15	61.3	100.00 %	100.00 %	100.00 %	100.00 %
06:00	18	1	0	0	0	0	0	19	37.3	94.74 %	100.00 %	100.00 %	100.00 %
07:00	20	0	0	0	0	0	0	20	49.5	100.00 %	100.00 %	100.00 %	100.00 %
08:00	17	0	0	0	0	0	0	17	62.4	100.00 %	100.00 %	100.00 %	100.00 %
09:00	36	0	0	0	0	0	0	36	64.1	100.00 %	100.00 %	100.00 %	100.00 %
10:00	43	0	0	0	0	0	0	43	39.2	100.00 %	100.00 %	100.00 %	100.00 %
11:00	43	0	0	0	0	0	0	43	56.8	100.00 %	100.00 %	100.00 %	100.00 %
12:00	58	3	0	0	0	0	0	61	51.7	95.08 %	100.00 %	100.00 %	100.00 %
13:00	33	1	0	0	0	0	0	34	46.2	97.06 %	100.00 %	100.00 %	100.00 %
14:00	42	0	0	0	0	0	0	42	49.8	100.00 %	100.00 %	100.00 %	100.00 %
15:00	40	0	0	0	0	0	0	40	58.9	100.00 %	100.00 %	100.00 %	100.00 %
16:00	58	1	0	0	0	0	0	59	47.3	98.31 %	100.00 %	100.00 %	100.00 %
17:00	52	3	1	1	0	0	0	57	60.8	91.23 %	96.49 %	98.25 %	100.00 %
18:00	59	2	1	2	0	0	0	64	43.2	92.19 %	95.31 %	96.88 %	100.00 %
19:00	32	0	0	0	1	0	0	33	50.1	96.97 %	96.97 %	96.97 %	96.97 %
20:00	45	0	1	0	0	1	0	47	46.0	95.74 %	95.74 %	97.87 %	97.87 %
21:00	31	1	0	0	0	0	0	32	46.4	96.88 %	100.00 %	100.00 %	100.00 %
22:00	38	1	0	0	0	0	0	39	43.5	97.44 %	100.00 %	100.00 %	100.00 %
23:00	21	2	0	0	0	0	0	23	44.7	91.30 %	100.00 %	100.00 %	100.00 %
<b>Total:</b>	<b>777</b>	<b>16</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>802</b>	<b>49.2</b>	<b>96.88 %</b>	<b>98.88 %</b>	<b>99.25 %</b>	<b>99.75 %</b>
<b>Overall %:</b>	<b>96.88%</b>	<b>2.00%</b>	<b>0.37%</b>	<b>0.50%</b>	<b>0.12%</b>	<b>0.12%</b>	<b>0.00%</b>						

# PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: March 2022

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 04/01/2022 02:11:44

Report Date From: 03/01/2022

Report Date To: 03/31/2022

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Days Of Week: All

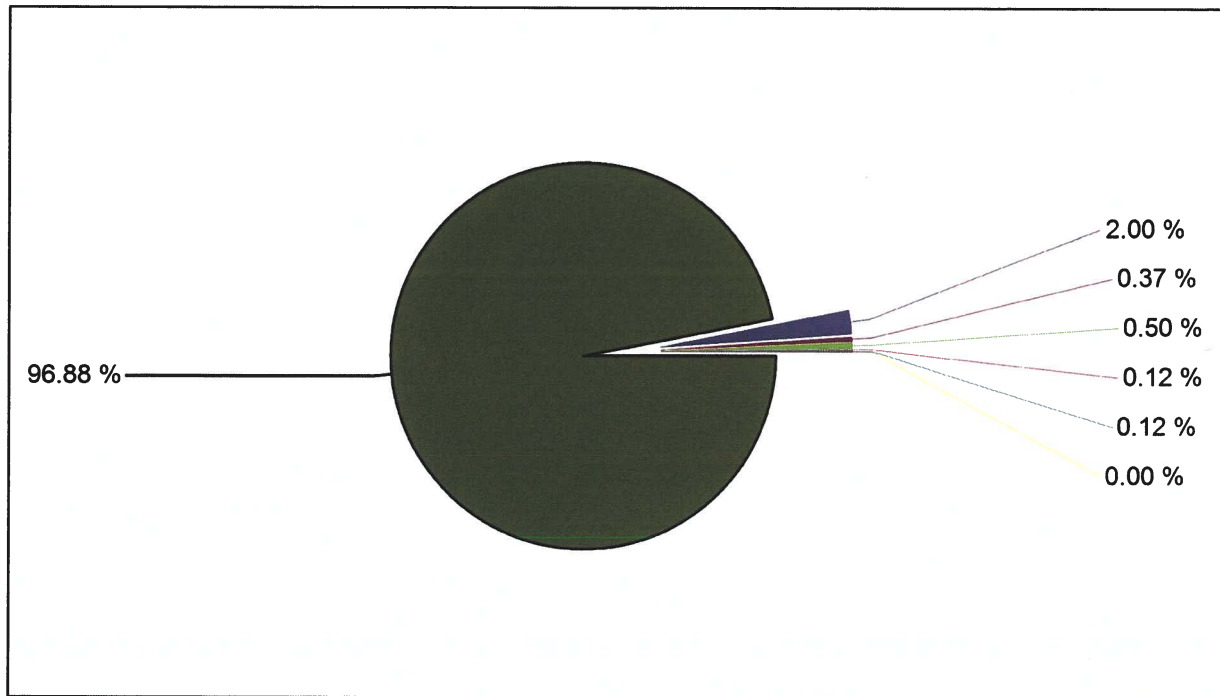
Call Type: 911 Calls

Abandoned Filters: Include Abandoned

Agency Affiliation: All

PSAP Size: All

## PSAP Ring Time



0 - 10 Seconds    11 - 15 Seconds    16 - 20 Seconds    21 - 40 Seconds    41 - 60 Seconds    61 - 120 Seconds    120+ Seconds



# CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

## Call Type Summary

Date Range: between 3/1/2022 and 3/31/2022

### Call Type

-ABANDONED VEHICLE	-FOR RECORDING DCF INTAKE REPORTS OF ABUSE	-RIOT
-ALARM	-FORGERY / FRAUD	-ROAD OBSTRUCTION
-ANIMAL BITE	-FOUND/ CONFISCATED NARCOTICS	-ROBBERY
-ANIMAL COMPLAINT	-FUNERAL ESCORT	-SCHOOL CROSSING
-ARMED	-GANG RELATED INCIDENT	-SEARCH WARRANT
-ARSON	-GAS DRIVE OFF	-SEARVING CIVIL PROCESS
-ASSAULT	-GUN SHOTS	-SECURITY CHECK
-ASSIST OTHER AGENCY	-HARRASSING PHONE CALLS	-SEX CRIME
-BAKER/MARCHMAN ACT	-HAZMAT	-SHOOTING
-BATTERY	-HIT AND RUN ACCIDENT	-SHOPLIFTING
-BEVERAGE LAW VIOLATION	-HOMICIDE	-SICK PERSON TRANSPORT MEDICAL EMS
-BOATER CONTACT	-HOSTAGE	-SICK PERSON/AMBULANCE
-BOMB THREAT	-ILLEGAL BURN	-SMOKE
-BRUSH FIRE	-ILLEGAL DUMPING	-SPECIAL DETAIL
-BURGLARY	-INFORMATION	-STABBING
-BURGLARY TO A BUSINESS	-INJUNCTION	-STALKING
-BURGLARY TO A CONSTRUCTION SITE	-JUVENILE SITUATION	-STOLEN VEHICLE
-BURGLARY TO A RESIDENCE	-K-9 USAGE	-STRUCTURE FIRE
-BURGLARY TO A VEHICLE	-KIDNAPPING	-SUICIDE/ ATTEMPTED SUICIDE
-BUSINESS CHECK	-LANDING ZONE	-SUSPICIOUS INCIDENT
-BUSINESS ESCORT	-LEGAL ADVICE	-SUSPICIOUS PERSON
-CHASE	-LEWD LASCIVIOUS BEHAVIOR	-SUSPICIOUS VEHICLE
-CHILD/ELDERLY ABUSE	-LIVESTOCK ON HIGHWAY	-TEST CAD CALL
-CITIZEN ASSIST	-LOITERING	-THEFT
-CITY ORDINANCE VIOLATION	-LOST /STOLEN TAG	-THEFT FROM A BUSINESS
-CIVIL MATTER	-LOST/ FOUND PROPERTY	-THEFT FROM A CONSTRUCTION SITE
-COUNTY ORDINANCE VIOLATION	-MARIJUANA GROW HOUSE	-THEFT FROM A RESIDENCE
-COURT	-MENTALLY ILL PERSON	-TRAFFIC PROBLEM
-CRIMINAL MISCHIEF	-MISSING PERSON	-TRAFFIC STOP
-DECEASED PERSON	-MISSING PERSON RECOVERY	-TRESPASSING
-DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY	-MULTIPLE AGENCY FIRE	-TROUBLE IN THE JAIL
-DISTURBANCE	-NOISE COMPLAINT	-UNVERIFIED 911
-DOMESTIC DISTURBANCE	-OTHER NOT LISTED	-UNWANTED GUEST
-DROWNING	-PARKING VIOLATION	-VEHICLE ACCIDENT
-DRUG CASE	-PATROL-CITY LIMITS	-VEHICLE ACCIDENT/ DEPT UNIT
-DRUNK DRIVER	-PRISONER IN CUSTODY	-VEHICLE FIRE
-DRUNK PEDESTRIAN	-PRISONER TRANSPORT	-VERIFY VIN
-ELECTRICAL FIRE	-PROWLER	-VICE / GAMBLING
-EMPLOYEE/LABOR TROUBLE	-RANCH/FARM CHECKS	-VIOLATION OF INJUNCTION
-ESCAPE	-RECKLESS DRIVER	-VIOLATION OF PROBATION WITHOUT WARRANT
-FIGHT /AFFRAY	-RECOVERED VEHICLE	-WARRANT
-FLIGHT MISSION	-REPOSSESSION	-WELFARE CHECK
-FOLLOW UP	-RESIDENCE CHECK	

Call Type	# of Calls	Total Time	Average Time
ALARM	24	06 hours 15 mins	00 hours 16 mins
ANIMAL COMPLAINT	76	73 hours 59 mins	00 hours 58 mins
ARMED	3	00 hours 12 mins	00 hours 4 mins
ASSAULT	2	01 hours 0 mins	00 hours 30 mins
ASSIST OTHER AGENCY	22	07 hours 22 mins	00 hours 20 mins
BATTERY	3	05 hours 50 mins	01 hours 57 mins
BURGLARY TO A RESIDENCE	2	00 hours 45 mins	00 hours 22 mins
BURGLARY TO A VEHICLE	1	01 hours 31 mins	01 hours 31 mins
BUSINESS CHECK	654	19 hours 25 mins	00 hours 2 mins
BUSINESS ESCORT	33	17 hours 38 mins	00 hours 32 mins
CITIZEN ASSIST	49	25 hours 44 mins	00 hours 32 mins
CITY ORDINANCE VIOLATION	7	02 hours 3 mins	00 hours 18 mins
CIVIL MATTER	8	02 hours 21 mins	00 hours 18 mins
CRIMINAL MISCHIEF	9	06 hours 32 mins	00 hours 44 mins
DISTURBANCE	18	05 hours 23 mins	00 hours 18 mins
DOMESTIC DISTURBANCE	4	05 hours 47 mins	01 hours 27 mins
DRUG CASE	3	02 hours 37 mins	00 hours 52 mins
DRUNK PEDESTRIAN	1	00 hours 2 mins	00 hours 2 mins
EMPLOYEE/LABOR TROUBLE	1	00 hours 17 mins	00 hours 17 mins
FIGHT /AFFRAY	2	02 hours 10 mins	01 hours 4 mins
FOLLOW UP	46	55 hours 23 mins	01 hours 12 mins
FORGERY / FRAUD	10	06 hours 19 mins	00 hours 38 mins
FOUND/ CONFISCATED NARCOTICS	1	00 hours 11 mins	00 hours 11 mins
FUNERAL ESCORT	1	00 hours 23 mins	00 hours 23 mins



# Call Type Summary

Date Range: between 3/1/2022 and 3/31/2022

Call Type	# of Calls	Total Time	Average Time
HIT AND RUN ACCIDENT	3	01 hours 35 mins	00 hours 32 mins
ILLEGAL DUMPING	1	00 hours 35 mins	00 hours 35 mins
INFORMATION	40	93 hours 6 mins	02 hours 20 mins
JUVENILE SITUATION	5	04 hours 21 mins	00 hours 52 mins
LEGAL ADVICE	8	03 hours 38 mins	00 hours 27 mins
LOST /STOLEN TAG	1	00 hours 32 mins	00 hours 32 mins
LOST/ FOUND PROPERTY	7	01 hours 42 mins	00 hours 15 mins
MISSING PERSON	2	00 hours 57 mins	00 hours 28 mins
MULTIPLE AGENCY FIRE	2	01 hours 43 mins	00 hours 51 mins
NOISE COMPLAINT	20	02 hours 42 mins	00 hours 8 mins
OTHER NOT LISTED	3	06 hours 7 mins	02 hours 2 mins
PARKING VIOLATION	24	04 hours 14 mins	00 hours 11 mins
PRISONER TRANSPORT	13	07 hours 39 mins	00 hours 35 mins
PROWLER	1	00 hours 8 mins	00 hours 8 mins
RECKLESS DRIVER	5	01 hours 25 mins	00 hours 17 mins
REPOSSESSION	1	00 hours 1 mins	00 hours 1 mins
RESIDENCE CHECK	438	02 hours 34 mins	00 hours 0 mins
ROBBERY	1	08 hours 23 mins	08 hours 23 mins
SEARCH WARRANT	2	06 hours 33 mins	03 hours 17 mins
SECURITY CHECK	20	00 hours 17 mins	00 hours 1 mins
SICK PERSON/AMBULANCE	21	07 hours 15 mins	00 hours 21 mins
SMOKE	3	01 hours 10 mins	00 hours 23 mins
SPECIAL DETAIL	5	25 hours 16 mins	05 hours 3 mins
STABBING	1	04 hours 59 mins	04 hours 59 mins
STRUCTURE FIRE	4	02 hours 41 mins	00 hours 40 mins
SUSPICIOUS INCIDENT	9	03 hours 38 mins	00 hours 24 mins
SUSPICIOUS PERSON	32	08 hours 31 mins	00 hours 15 mins
SUSPICIOUS VEHICLE	23	05 hours 27 mins	00 hours 14 mins
TEST CAD CALL	1	00 hours 8 mins	00 hours 8 mins
THEFT	10	06 hours 9 mins	00 hours 36 mins
TRAFFIC PROBLEM	4	01 hours 33 mins	00 hours 24 mins
TRAFFIC STOP	245	21 hours 38 mins	00 hours 5 mins
TRESPASSING	6	02 hours 20 mins	00 hours 23 mins
UNVERIFIED 911	9	01 hours 45 mins	00 hours 12 mins
UNWANTED GUEST	10	02 hours 14 mins	00 hours 13 mins
VEHICLE ACCIDENT	32	330 hours 5 mins	10 hours 19 mins
VEHICLE FIRE	3	01 hours 38 mins	00 hours 33 mins
VERIFY VIN	1	00 hours 14 mins	00 hours 14 mins
VIOLATION OF INJUNCTION	1	00 hours 7 mins	00 hours 7 mins
WARRANT	7	03 hours 50 mins	00 hours 33 mins
WELFARE CHECK	11	04 hours 5 mins	00 hours 22 mins