



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

**CITY COMMISSION MEETING
AND
WORKSHOP AGENDA**

Thursday, June 23, 2022 – 5:00 p.m.

CITY COMMISSION MEETING

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

Public Comments

1. Consent Agenda

- A. City Commission Meeting Minutes – May 16, 2022*
- B. Special City Commission Meeting Minutes – May 23, 2022*
- C. FY 2022-23 Tentative Budget Calendar*
- D. Request to Draft Ordinance for Designating Account Signatories*
- E. Resolution No. 2022-035 – Designation of Voting Delegate for the Florida League of Cities' Annual Conference*
- F. Resolution No. 2022-036 – Multi-Jurisdictional Traffic Task Force Voluntary Cooperation Law Enforcement Mutual Aid Agreement*
- G. Resolution No. 2022-037 – approves the use of Law Enforcement Trust Fund monies to purchase a 2021 Chevrolet Silverado, deems 2014 Dodge Charger (Police Unit No. 1408) as surplus and approves the purchase of a 2021 Chevrolet Silverado*
- H. Resolution No. 2022-038 – approves MOU between the Florida Department of Health and the Clewiston Police Department*
- I. Resolution No. 2022-039 - Payment Authorization for Emergency Work by Ridgill & Son*
- J. Resolution No. 2022-040 – Budget Amendment*

Exhibit: Agenda Item No. 1A-J

Recommendation: Recommended motion is to approve the consent agenda.

PRESENTATION

2. **FMPA UPDATE ON ENERGY PRICING AND ACTIONS TAKEN** – Jacob Williams, FMPA General Manager and CEO and Navid Nowakhtar, FMPA Resource and Strategic Planning Manager

RESOLUTIONS

3. **Resolution No. 2022-041** - Resolution No. 2022-041 approves the special exception request from United States Sugar Corporation to allow the parcel located at 1300 S. Francisco Street fencing for cattle with stipulations.
Exhibit: Agenda Item No. 3
Recommendation: Recommended motion is to approve Resolution No. 2022-041.
4. **Resolution No. 2022-042** – Resolution No. 2022-042 approves Hinterland Group Change Order No. 2 in the amount of \$23,330 to correct a typographical error on the June 21, 2021 contract which failed to include the \$23,330 funds for approved Alternate No. 1 regarding the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
Exhibit: Agenda Item 4
Recommendation: Recommended motion is to approve Resolution No. 2022-042.
5. **Resolution No. 2022-043** – Resolution No. 2022-043 approves Hinterland Group Change Order No. 3 in the amount of \$900.00 for time lost due to required utility adjustments with CenturyLink/Lumen communication lines located at the S-35 drainage structure for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
Exhibit: Agenda Item 5
Recommendation: Recommended motion is to approve Resolution No. 2022-043.
6. **Resolution No. 2022-044** – Resolution No. 2022-044 approves Hinterland Group Change Order No. 4 in the amount of \$900.00 for time lost due to exploratory excavation to locate CenturyLink/Lumen communication lines located at the S-58 drainage structure for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
Exhibit: Agenda Item 6
Recommendation: Recommended motion is to approve Resolution No. 2022-044.
7. **Resolution No. 2022-045** – Resolution No. 2022-045 approves Hinterland Group Change Order No. 5 in the amount of \$5,400.00 for the alteration to proposed stormwater pipe invert elevation due to WM conflict for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
Exhibit: Agenda Item 7
Recommendation: Recommended motion is to approve Resolution No. 2022-045.
8. **Resolution No. 2022-046** – Resolution No. 2022-046 approves Hinterland Group Change Order No. 6 in the amount of \$21,942.35 for the addition of 90 degree elbows to the existing

4” and 2” WM to deflect under the proposed stormwater pipe and the addition of a tee fitting and gate valve for the adjacent fire hydrant for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.

Exhibit: Agenda Item 8

Recommendation: Recommended motion is to approve Resolution No. 2022-046.

9. **Resolution No. 2022-047** – Resolution No. 2022-047 approves the Agreement and the 1st Amendment to the Contract for Bridge Over C-21 Canal, dated May 6, 2022, between Zep Construction, Inc. and the City of Clewiston.

Exhibit: Agenda Item No. 9

Recommendation: Recommended motion is to approve Resolution No. 2022-047.

10. **Resolution No. 2022-048** – Resolution No. 2022-048 creates a Parks, Recreation & Leisure Services Advisory Board.

Exhibit: Agenda Item No. 10

Recommendation: Recommended motion is to approve Resolution No. 2022-048.

11. **Resolution No. 2022-049** – Resolution No. 2022-049 approves the appointment of Electa Waddell to the City of Clewiston Community Redevelopment Advisory Board.

Exhibit: Agenda Item No. 11

Recommendation: Recommended motion is to approve Resolution No. 2022-049.

12. **Resolution No. 2022-050** – Resolution No. 2022-050 accepts the resignation of Keith W. Davis and authorizes the Mayor to execute a Professional Services Agreement for Special Magistrate Services with B. Douglas MacGibbon, P.A.

Exhibit: Agenda Item No. 12

Recommendation: Recommended motion is to approve Resolution No. 2022-050.

13. **Resolution No. 2022-051** – Resolution No. 2022-051 authorizes the Mayor to execute an Agreement for City Attorney for the City of Clewiston, Florida for legal services with Brandenburg Legal P.A.

Exhibit: Agenda Item No. 13

Recommendation: Recommended motion is to approve Resolution No. 2022-051.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

14. **Old Business**

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

Comments from City Manager

Comments from City Attorney

Comments from the City Commission

Adjournment

CITY COMMISSION WORKSHOP

Call Meeting to Order

Additions/Deletions/Changes and Approval of the Agenda

16. US 27 Corridor Ordinance Review

17. Commission Comments and Discussion

Adjournment

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

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

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

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

Mary K. Combass, City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
May 16, 2022

The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, May 16, 2022. The meeting was called to order at 5:00 p.m. by Mayor Kristine Petersen. Pastor Angel Ramos of the Faith Lutheran Church 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, Director of Operations Danny Williams, Finance Director Shari Howell, Police Chief Tom Lewis, Police Commander Tito Nieves, Consulting Engineers Andy Tilton and Joe DeBono and City Attorney Dylan Brandenburg.

Visitors Present: Terry Gardner, Pedro Diaz, Roly Gonzalez, Laura Smith and Joshua Brown.

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that a modified event application for the J. Brown Funeral & Cremation Services Grand Opening was provided for Consent Agenda Item G.

1. Consent Agenda

- A. *City Commission Meeting Minutes – April 18, 2022*
- B. *Resolution No. 2022-028 – FDOT State Highway Lighting Maintenance, and Compensation Agreement Work Order, Contract Number ASG07 for FY 2022-2023*
- C. *Resolution No. 2022-029 – All Florida Contracting Services, LLC Change Order No. 1 in the amount of \$10,702 for the Wastewater Treatment Plant Genset Project*
- D. *Resolution No. 2022-030 – Appointment of Jeff Smith as the fifth trustee of the Firefighter Pension Board.*
- E. *Proclamation – Community Action Month – May 2022*
- F. *Proclamation – National Police Week – May 11-17, 2022*
- G. *Event Application – J. Brown Funeral & Cremation Services Grand Opening – June 5, 2022*

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve the Agenda and Consent Agenda. Vote 5 yeas, 0 nays

PRESENTATION OF NATIONAL POLICE WEEK PROCLAMATION – Mayor Petersen read the proclamation and presented it to Police Chief Lewis and Police Commander Nieves, who accepted the proclamation on behalf of the Clewiston Police Department. Commander Nieves expressed his appreciation for the support of the community.

Public Comments – none

PUBLIC HEARINGS

2. **Ordinance No. 2021-01 – Public Hearing – Final Reading – 5:05 p.m.** – Ordinance No. 2021-01 adopts Comprehensive Plan Text Amendment (DEO #21-01ESR) related to updates to the City’s 10-Year Water Supply Facilities Work Plan.

Mayor Petersen opened the public hearing and summarized and read Ordinance No. 2021-01 by title. She asked for citizen comments; none were heard.

Commissioner Pittman made a motion, seconded by Vice Mayor Thompson, to approve Ordinance No. 2021-01. Vote 5 yeas, 0 nays

Before the vote, Commissioner Gardner commented on the importance of this ordinance for the Clewiston.

3. **Ordinance No. 2022-08 – Public Hearing - Final Reading – 5:05 p.m.** - 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.

Mayor Petersen opened the public hearing then summarized and read Ordinance No. 2022-08 by title. She asked for citizen comments. Mrs. Laura Smith of 206 Ridgewood Avenue came forward and stated that she was in favor of the rezone but asked the Commission to go back and consider amending the ordinance regarding the time to re-build on a 50’ R-2 lot. Manager Martin stated that he would take the information to the City’s Community Development Director who can then present it to the Planning & Zoning Board for their consideration at their next meeting.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2022-08. Vote 4 yeas, 0 nays (Commissioner Pittman abstained from discussion and voting.)

Before the vote, Commissioner Gardner asked Manager Martin to highlight the differences between R-2 and R-3 zoning and what that would look like for the neighborhood. Manager Martin explained that the primary difference in this case is multi-family vs. duplex. The R-3 zoning will allow for the number of units that the .77 acre site will accommodate as long as all other requirements are met. He pointed out that the Downtown Commercial District and US 27 Commercial Corridor District referenced on page 2 of the Staff Report Rezoning Request have not yet been created and will be considered at an upcoming workshop. He then clarified that there are different building code requirements for townhouses and apartments and noted that the units previously built by the applicant on WC Owen were considered apartments. He stated the ordinance, if approved, would rezone the property to R-3 and

confirmed all the R-3 requirements would have to be met. Commissioner Gardner asked Manager Martin what the owner intends to do with the property. Manager Martin stated that at the P&Z Board Meeting, the developer or representative, Mr. Beck, indicated that their intention is to develop it similar to the development already complete on a similar sized property located on WC Owen. Commissioner Pittman stated that he will abstain from discussion and voting on this matter due to the subject property being owned by his family member.

RESOLUTIONS

4. **Resolution No. 2022-031** – Resolution No. 2022-031 approves Johnson Engineering, Inc. Work Order No. 2020-016 in the amount of \$38,310 for the Total Dissolved Solid (TDS) Assessment Plan Project.

Mayor Petersen summarized and read Resolution No. 2022-031 by title. She asked for citizen comments; none were heard.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2022-031. Vote 5 yeas, 0 nays

Before the Commission's action, Consulting Engineer Andy Tilton reported that the work order was needed because the Florida Department of Environmental Protection (FDEP) would not accept the monitoring plan that had been approved years ago and issued an administrative order requiring the City to make adjustments. They convinced FDEP to put a temporary well and piezometer in at the location that might become a monitoring well on the permanent plan going forward so that the City would not have to spend the money twice. He noted that a geologist had been working on this project with him and City Compliance Officer Lynne Mila as well as McCafferty Brinson engineers. He then introduced Joe DeBono, another engineer with Johnson Engineering, to the Commission and stated that Mr. DeBono had been assisting him on this project and some of the other items included on this agenda and would be able to answer any questions. Commissioner Pittman asked if the funding of this change order was in conjunction with what we are doing with the sewer plant. Director Williams confirmed that this is wastewater and is also part of our permit renewal for which the city has applied. Engineer Tilton stated the state's administrative order which was previously issued stipulates the things the City has to do to come into full compliance. Manager Martin stated that the funding will need to come from the wastewater budget and noted that it was not anticipated a year ago when the budget was prepared that the city would be required to do this. Engineer Tilton stated the engineering arrangement with McCafferty Brinson and Johnson Engineering working together on the project results from their initial development of the monitoring plan which has not been accepted by FDEP. The state is now requiring this 18 month study period before coming back to them with the plan. Engineer Tilton does not anticipate that the plan will be significantly different from what they have already prepared because of the physics of the site. After the study period data is considered, they will just have to get more information put together in a format that FDEP will understand and accept.

5. **Resolution No. 2022-032** – Resolution No. 2022-032 approves Johnson Engineering, Inc. Work Order No. 2020-017 in the amount of \$28,000 for injection well IW-I and DZMW-I Sampling.

Mayor Petersen summarized and read Resolution No. 2022-032 by title. She asked for citizen comments; none were heard.

Commissioner Gardner made a motion, seconded by Commissioner Pittman, to approve Resolution No. 2022-032. Vote 5 yeas, 0 nays

Before the vote, Commissioner Gardner asked if the sampling was sent to DEP monthly. Engineer DeBono responded that they will keep DEP abreast with all the results that are obtained from the monthly samplings and then a comprehensive report will be complete at the end.

6. **Resolution No. 2022-033** – Resolution No. 2022-033 approves Johnson-Davis, Inc. Change Order No. 1 in the amount of \$205,490 to award Phase 2 of the Alverdez Ave. and Comercio St. Water Main Improvements Project.

Mayor Petersen summarized and read Resolution No. 2022-033 by title. She asked for citizen comments; none were heard.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2022-033. Vote 5 yeas, 0 nays

Before the vote, Commissioner Gardner stated that the city has been talking about this project for a long time. Manager Martin commented that the City is going to be benefitted with having improved fire protection and water pressure in the vicinity of all the public buildings in this location. The privately owned properties will similarly benefit. In recommending approval, he added he was pleased that this element of the project was included in the design and that the city was fortunate to receive favorable bids. Commissioner Pittman asked if the building hookups were included in the bids. Director Williams confirmed they were. Manager Martin emphasized the value of the larger service lines and additional fire hydrants included in the entire project scope which will significantly improve firefighting capabilities in the affected downtown area.

7. **Resolution No. 2022-034** – Resolution No. 2022-034 approves Zep Construction, Inc. Change Order No. 01 in the amount of \$24,217.75 for additional services relating to the creation, manufacturing, and installation of decorative mechanically stabilized earth (MSE) wall panels for the Bridge Over C-21 Canal Project.

Mayor Petersen summarized and read Resolution No. 2022-034 by title. She asked for citizen comments; none were heard.

Commissioner Gardner made a motion, seconded by Commissioner Pittman, to approve Resolution No. 2022-034. Vote 5 yeas, 0 nays

Before the vote, Manager Martin confirmed that funding for this work is included in the available state funding received for the project. He then mentioned that larger versions of the drawings of the bridge walls were available if anyone wanted to look at those in more detail. It was pointed out that the brick work depicted in the drawing was not included in this work order but included for illustrative purposes. It was noted that staff and the engineer are still waiting on FDOT approval of the recommended change order but it was not anticipated that they would not approve. Manager Martin advised staff and the engineer feel this is a very competitive price for up to a total of 40 embossed wall blocks spread evenly on each side of the bridge.

After the vote, Manager Martin explained that with regard to the brick detail sections illustrated on the sketch, this would entail adding the brick façade accent which would not impact the structural integrity of the bridge. The feature would just be attached in those specific locations. Staff and engineer are getting unit pricing estimates, and this process has not been completed. The cost may entail an additional change order, but only if the bridge contractor was engaged to do the addition. If the contractor provides a price, the city will consider it. This element is a feature that as noted can wait until the bridge is complete, but staff recommends consideration of the brick accent and the illustrated larger fish logo additional features at some point. If we go with the larger lake outline and larger fish logo, it is proposed to be identical to the logos currently depicted on the two city welcome signs on US 27 entering the city. One reason this design is being considered is the FDOT contractor for those signs already has the mold design which is typically a large portion of the associated cost. It is expected to be less expensive using the same mold to get four of these logo signs with two on each side of the bridge flanking the waterway beneath. In response to Commission questions, it was confirmed these larger logos would be lighted and that the color of the brick would not be the color depicted in the drawing. Brick color would be similar to the brick used on the welcome sign structures. In other discussion of the drawings, it was noted that the original contract price included 5 decorative street lights as depicted. Going forward, as previously discussed, decorative street lights throughout the City being replaced or added would be similar to those lights in design for uniformity. Manager Martin stated that once pricing is received on the other aesthetic improvements a recommendation will come back to the board for consideration.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

- 8. Request to Schedule Attorney/Client Meeting** – City Attorney Dylan Brandenburg requests the City Commission schedule an Attorney/Client Meeting on May 23, 2022 regarding the matter of Clewiston Commons v. City of Clewiston, et al., Case No. 2:18-cv-00339-SPC-MRM; Case No. 26-2018-CA-777.

Attorney Brandenburg stated that he is recommending the Attorney/Client Meeting to request advice regarding this ongoing litigation as there have been updates concerning this litigation. He stated the City Commission, City Manager, himself and insurance counsel will be present at the meeting. Commissioner Pittman stated the workshop would need to be re-scheduled and suggested scheduling the Attorney/Client meeting a little earlier and a workshop with a few items after the Attorney/Client meeting. Manager Martin stated that was an option if the

Commission so chooses, however, no one can predict how long the Attorney/Client meeting may take and anyone wishing to attend the workshop would have to wait including all staff involved. He also noted that the insurance attorneys were already scheduled for 5:00 p.m. to begin the meeting.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Attorney Brandenburg's request for an Attorney/Client Meeting on May 23, 2022 and to schedule a Special City Commission Meeting for May 23, 2022 at 5:00 p.m. with those listed in Attorney Brandenburg's memo dated May 5, 2022 in attendance. Vote 5 yeas, 0 nays

9. **Auditor Selection Committee Appointments** – To comply with applicable statutory requirements, City Manager Randy Martin requests the City Commission appoint a member of the City Commission to serve on the Auditor Selection Committee as chair of the committee due to the resignation of former City Commissioner Melanie McGahee who previously served in that capacity. Additionally, due to the appointment of Jeff Smith to the Firefighter Pension Board and the recommendation that members of the Firefighter Pension Board not serve on multiple boards, Manager Martin requests the City Commission appoint an individual to fill his vacancy on the Auditor Selection Committee.

Mayor Petersen summarized the agenda item and asked for citizen comments; none were heard.

Commissioner Pittman made a motion, seconded by Commissioner Gardner, to appoint Vice Mayor Thompson to serve as Chair of the Auditor Selection Committee. Vote 5 yeas, 0 nays

Before the vote, Manager Martin stated the Commission did not have to appoint someone to fill Mr. Smith's vacancy tonight but it would be best to do it soon as the staff needs to start the RFP process. Manager Martin stated that this vacancy was not advertised because there was not a vacancy until Mr. Smith was appointed to the Firefighter Pension Board. Commissioner Gardner stated that since not all of the applicants for the Firefighter Pension Board were selected, she would like to appoint Chuck Pelham to the Auditor Selection Committee if he is willing to serve.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to appoint Chuck Pelham, if he is willing to serve, to fill the new vacancy on the Auditor Selection Committee. Vote 5 yeas, 0 nays

10. **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 Community Redevelopment Advisory Board (CRAB).

Mayor Petersen reviewed the agenda report and asked for citizen comments; none were heard. Manager Martin noted that the two applications were the only applications received thus far.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to appoint Carolina Bentancor to the Planning and Zoning Board. Vote 5 yeas, 0 nays

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to appoint Hitendra “Harry” Patel to the Board of Building Commissioners. Vote 5 yeas, 0 nays

Commissioner Gardner mentioned that Community Redevelopment Advisory Board is an important board and asked the City Clerk to re-advertise the notice of the vacancy and suggested that the Chamber of Commerce also advertise that notice because the Community Redevelopment Agency is the business community. There was a brief discussion regarding the inactivity of the board. Manager Martin stated that we expect to have more interest with things changing and now that the city has more funding available to really consider doing some improvements.

11. **Old Business** - Commissioner Hyslope asked Manager Martin for an update on progress to fill the Recreation Director position. Manager Martin stated that he had been working on that today and his goal was to finish it by the end of the month.

Commissioner Gardner asked if there were any updates on the outstanding liens. Manager Martin stated that progress had been made and an update would be given when lien reduction requests are brought to the Commission for consideration.

Manager Martin mentioned that he was planning to bring the recommended recreation advisory board documents to the Commission for consideration at the June meeting. Commissioner Gardner stated that she felt it was important to have an advisory board for the City’s parks and suggested the board also bring ideas to the school system to get kids involved in taking pride in our parks.

Vice Mayor Thompson requested polo and button-up shirts with the City name and logo be provided for the Commission by next month so that the City is represented when they attend certain events. Director Williams agreed to check on that item.

Vice Mayor Thompson commented on this weekend’s issue with the woodpecker in a resident’s chimney. He stated that one of the benefits of living in our small community was that it was nice that the city staff can all respond to and take care of small issues.

12. **Departmental Monthly Activity Reports** – Commissioner Pittman asked if a budget workshop schedule would be provided to the Commission. Manager Martin stated the schedule would be provided to the Commission by the next meeting.

Commissioner Gardner stated that the permit report reflects that deceased people and people that have sold their homes are pulling permits. Manager Martin stated that it was his understanding that we use the property appraiser’s records but agreed to look into it. Commissioner Gardner then requested a report, in chronological order, of actions the Building Board has taken on properties within the City. Next, she stated that she would like

to get police reports with more information. She noted that there is a lot of information provided on cats and dogs but other information for law enforcement issues was very limited. Manager Martin stated that part of the reason for the information on the animal services report was because of the need for communication with the County which shares the cost. Management is collecting data in similar fashion to the breakdown of fire calls outside and inside the city as one basis utilized in determining cost share for animal services.

Comments from City Manager – Manager Martin recommended the Regular Commission Meeting currently scheduled for June 20, 2022 be moved to June 23, 2022 so that all Commissioners are able to attend. Commissioner Gardner added that June 20, 2022 was also a federal holiday. Manager Martin noted that some workshop items could be added to the June agenda because the regular meeting agenda was not expected to be very heavy at this point. The consensus of the Commission was to reschedule the June 20, 2022 Regular Commission Meeting to June 23, 2022.

Comments from City Attorney - none

Comments from the City Commission – Commissioner Gardner thanked Mr. Joshua Brown for opening his business in Clewiston and also expressed her appreciation to the Clewiston Policy Department.

Vice Mayor Thompson stated that Clewiston continues to make strides in the right direction and he was happy to be a part of it.

Commissioner Pittman asked if a staff engineer could have done the work described in the work orders for agenda items 4 and 5. Manager Martin stated that they could have done certain parts of it; particularly the early parts of communicating with FDEP and the applications and possibly the monitoring.

Commissioner Pittman then suggested that staff recommend something different for the application or procedure for rentals due to the action at this weekend's event at the John Boy Auditorium so that those things don't happen again. Director Williams stated that the City's rental application is pretty good and explained that staff set up the auditorium for the number of people specified on the rental application. City staff noticed that the renter set up the rest of the City's chairs and brought in more chairs right before the event. They asked the rental to take out half the people in attendance. One staff person was threatened and \$1,000 was offered to staff to look the other way. Manager Martin noted that the insurance and fee is based on the number of people. Commissioner Pittman asked if charges could be filed for the threat that was made to the City's employee and suggested that the application be changed to state that no alcohol is allowed if the event is a 15-17 year old birthday party. Commissioner Hyslope asked what happens when there is an event in the John Boy Auditorium that does exceed the maximum capacity. Her concern was that the City's rules might not be enforced across the board. Director Williams explained that there are processes in place if it is known before the event that the capacity is going to be exceeded. Commissioner Gardner stated that the rental of the auditorium for parties should be revisited. Manager Martin stated that the rental application form will be reviewed to make sure it is legally sufficient. Police Chief Lewis stated that they take every threat serious and will eject anyone. He explained that there is a difference between a criminal threat and a

threat of this nature. Any specific threat or bribery would need to be evaluated to determine if charges could be filed.

Adjournment

Commissioner Gardner made a motion, seconded by Commissioner Pittman, to adjourn the meeting at 6:18 p.m. Vote 5 yeas, 0 nays

Kristine Petersen, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
Special Commission Meeting
May 23, 2022

The City of Clewiston City Commission held a special Commission Meeting in the City Hall Commission Chambers Monday, May 23, 2022. The meeting was called to order at 5:00 p.m. by Mayor Petersen. Commissioner 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 and Commissioner Hillary Hyslope. Commissioner James Pittman joined the Attorney/Client Meeting at 5:10 p.m.

Personnel Present: City Manager Randy Martin, City Clerk Kathy Combass and City Attorney Dylan Brandenburg.

Visitors Present: Kyle Dudek

Additions/Deletions/Changes and Approval of the Agenda

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve the agenda. Vote 4 yeas, 0 nays (Commissioner Pittman was absent.)

Public Comments - none

- 1. Attorney/Client Meeting (Shade Meeting)** – The Attorney/Client Meeting regarding the matter of Clewiston Commons v. City of Clewiston, et al., Case No. 2:18-cv-00339-SPC-MRM; Case No. 26-2018-CA-777 was requested by City Attorney Dylan Brandenburg on May 5, 2022.

Mayor Petersen reviewed the agenda report.

City Attorney Dylan Brandenburg introduced Kyle Dudek, who is representing the City through Public Risk Management and stated that all of the Commissioners, himself, City Manager Martin, Attorney Dudek and a court reporter will be attending the attorney/client meeting regarding the matter of Clewiston Commons v. City of Clewiston.

Mayor Petersen recessed the Special Commission Meeting for the Attorney/Client Meeting at 5:03 p.m.

Commissioner Pittman joined the Attorney/Client Meeting at 5:10 p.m.

Mayor Petersen returned the Special Commission Meeting to order at 6:06 p.m.

Adjournment

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the meeting at 6:07 p.m. Vote 5 yeas, 0 nays

Kristine Petersen, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
DRAFT / 2022 - 23 TENTATIVE BUDGET CALENDAR

Budget Development & Prioritization Process
June - July

Departments Prepare Requests
June 6 - June 24, 2022

Departments meet
with City Manager & Finance for Budget Review
June 27 - July 11, 2022

City Management Review & Modification
July 12 - 15, 2022

Commission to Approve Proposed Operating Millage
on or before Monday, August 1, 2022
for submittal to Property Appraiser by August 4, 2022 (Form DR-420)

Budget Workshop - Overview of General Fund Operating and Solid Waste Fund Budgets
Monday, 5:00 p.m. or immediately following Commission Meeting
July 18, 2022

Scheduled Budget Workshops as needed
Monday, 5:00 p.m. or immediately following Commission Meeting

July 25, 2022	August 15, 2022
August 1, 2022	August 22, 2022
August 8, 2022	August 29, 2022

TENTATIVE MILLAGE AND BUDGET HEARING
Wednesday, 5:05 p.m.
September 7, 2022

Final Millage and Budget Hearing Advertised
Wednesday
September 14, 2022

FINAL MILLAGE AND BUDGET HEARING
Monday, 5:05 p.m.
September 19, 2022

Submit Final Resolution to Property Appraiser, Tax Collector, Dept. of Revenue
no later than September 23 , 2022

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT D
Commission Meeting Date: June 23, 2022

Subject: Request to draft an ordinance for designating account signatories

1. **Background/History:** The process for designating account signatories for the purpose of disbursing city monies from city depositories should be modernized. City charter dictates this process is to be prescribed by ordinance. Staff has reviewed a number of other cities' signatory ordinances and has drafted language that may be utilized for this purpose. It is management's recommendation to have the city attorney utilize this language to prepare an ordinance for first reading at the July 18, 2022 commission meeting.
2. **Financial Impact:** n/a
3. **Attachments:**
 - a. Draft of language to utilize for designating account signatories
4. **Actions/Options/Recommendations:** Recommended motion is for the City Attorney to utilize the attached draft language to prepare an ordinance for designating account signatories.

DRAFT

Account signatories

All accounts maintained at city depository banks shall require two (2) signatures in one of the following designated signatory combinations for the purpose of signing warrants, checks, notes, drafts or bills of exchange.

- a. Mayor, a facsimile signature of the mayor may be used, countersigned by the City Manager or City Clerk or Director of Finance.
- b. City Manager, countersigned by the City Clerk or Director of Finance, or such other position as is authorized by resolution of the city commission, or
- c. City Clerk, countersigned by the City Manager or Director of Finance, or such other position as is authorized by resolution of the city commission, or
- d. Director of Finance, countersigned by the City Manager or City Clerk, or such other position as is authorized by resolution of the city commission.

On all checks drawn on accounts maintained at city depositories, whenever in the opinion of the Director of Finance convenience dictates, such checks may be drawn by facsimile signatures of the designated signatories.

All persons designated as account signatories shall be under fidelity bond in an amount as prescribed in the city's insurance coverage and as deemed appropriate by the city manager.

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT E
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-035

1. **Background/History:** Resolution No. 2022-035 approves the designation of City Manager Randy Martin as the Voting Delegate for the City of Clewiston at the Florida League of Cities' 96th Annual Conference.

City Manager Randy Martin is planning to attend the conference and is willing to be the voting delegate for the City as he did last year unless a member of the Commission plans to attend and desires to be the voting delegate.

2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2022-035
 - b. Florida League of Cities Memo dated May 11, 2022
 - c. Designation of Voting Delegate Form
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-035.

RESOLUTION NO. 2022-035

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE DESIGNATION OF CITY MANAGER RANDY MARTIN AS THE VOTING DELEGATE FOR THE CITY OF CLEWISTON AT THE FLORIDA LEAGUE OF CITIES' 96TH ANNUAL CONFERENCE.

WHEREAS, the Florida League of Cities' Annual Conference will be held on August 11-13, 2022; and

WHEREAS, it is important that each municipality designate one official to be the voting delegate at the annual business session of the annual conference; and

WHEREAS, Clewiston City Manager Randy Martin is planning to attend the annual conference and is willing to be the voting delegate for the City of Clewiston.

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

SECTION 1. The City Commission approves the designation of City Manager Randy Martin as the Voting Delegate for the City of Clewiston at the Florida League of Cities' 96th Annual Conference.

PASSED AND ADOPTED in open session this 23rd day of June, 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



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: May 11, 2022

Subject: 96th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are also available online at flicities.com.

If you have any questions on voting delegates, please email erussell@flicities.com. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Attachments: Form Designating Voting Delegate



**96th Annual Conference
Florida League of Cities, Inc.
August 11-13, 2022
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT F
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-036

- 1. Background/History:** Resolution No. 2022-036 approves the Multi-Jurisdictional Traffic Task Force Law Enforcement Mutual Aid Agreement.

The Multi-Jurisdictional Traffic Task Force Law Enforcement Mutual Aid Agreement is a voluntary cooperation agreement previously approved by the City Commission and is set to expire on December 31, 2022. This updated agreement will extend the expiration date to December 31, 2026.

- 2. Financial Impact:** None
- 3. Attachments:**
 - a. Resolution No. 2022-036
 - b. Multi-Jurisdictional Traffic Task Force Law Enforcement Mutual Aid Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-036.

RESOLUTION NO. 2022-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING A MULTI-JURISDICTIONAL TRAFFIC TASK FORCE VOLUNTARY COOPERATION LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES ASSISTANCE BETWEEN THE CLEWISTON POLICE DEPARTMENT AND VARIOUS LAW ENFORCEMENT AGENCIES.

WHEREAS, the Cape Coral Police Department, Lee County Sheriff's Office, Collier County Sheriff's Office, Charlotte County Sheriff's Office, Glades County Sheriff's Office, Hendry County Sheriff's Office, Fort Myers Police Department, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Marco Island Police Department, Lee County Port Authority Police Department, Florida Gulf Coast University Police Department and the Florida Southwestern State College Police Department ("Law Enforcement Agencies") have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, the Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens.

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

SECTION 1. The attached Multi-Jurisdictional Traffic Task Force Voluntary Cooperation Law Enforcement Mutual Aid Agreement between the Clewiston Police Department and various law enforcement agencies is approved.

SECTION 2. The City Manager, Mayor and Police Chief are hereby authorized and directed to sign the attached Agreement on behalf of the Clewiston Police Department.

PASSED AND ADOPTED in open session this 23rd day of June, 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

Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Law Enforcement Mutual Aid Agreement

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,

Whereas, the Cape Coral Police Department, Lee County Sheriff's Office, Collier County Sheriff's Office, Charlotte County Sheriff's Office, Glades County Sheriff's Office, Hendry County Sheriff's Office, Fort Myers Police Department, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Marco Island Police Department, Lee County Port Authority Police Department, Florida Gulf Coast University Police Department, and the Florida Southwestern State College Police Department have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

Section I: Provisions for Voluntary Cooperation

Each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, participation in sobriety checkpoints, driver's license and registration checkpoints, saturation patrols and Selective Traffic Enforcement Programs which are to be conducted during the agreement period. Said operations will be established within the jurisdictional confines of the law enforcement agencies participating as parties to this agreement.

This agreement shall expire on December 31, 2026.

The members of the Multi-Jurisdictional Traffic Task Force may conduct sobriety checkpoint operations and saturation patrols in an effort to promote roadway safety and to raise public awareness relative to aggressive driving and driving under the influence.

The members of the Multi-Jurisdictional Traffic Task Force may conduct driver's license and registration checkpoints in an effort to promote roadway safety and decrease the costs associated with unlicensed drivers and unregistered vehicles.

Section II: Procedure for Requesting Assistance

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head, or authorized agency representative, whose assistance is sought, shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.

The agency head, in whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing, as the particular situation dictates.

Officers assigned to task force operations pursuant to this agreement, who observe a violation of Florida Statutes in their presence, shall be empowered to render enforcement assistance and take enforcement action in accordance with the law.

Section III: Command and Supervisory Responsibility

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff, or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff, or appointee shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order, or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort pertaining to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant (if they wish to provide).
2. An address where the complaining party can be contacted (if they wish to provide).
3. The specific allegation.
4. The identity of the employees (if known) accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall

be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Section IV: Liability

Each party engaging in any mutual cooperation and assistance pursuant to this agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Section V: Powers, Privileges, Immunities, and Costs

- A. Employees of the Cape Coral Police Department, Lee County Sheriff's Office, Collier County Sheriff's Office, Charlotte County Sheriff's Office, Glades County Sheriff's Office, Hendry County Sheriff's Office, Lee County Port Authority, Marco Island Police Department, Fort Myers Police Department, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Florida Gulf Coast University Police, Florida Southwestern State College Police Department and any other municipal Police Department or Sheriff's Office when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary personnel, equipment, resources, and facilities; and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- E. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the

assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Section VI: Liability Insurance

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however, provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VII: Forfeiture Provisions

- A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

Section VIII: Effective Date

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 31, 2026. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

Section IX: Cancellation

Any party may cancel its participation in this agreement upon delivery of a written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed on the date specified.

City Manager Rob Hernandez / Chief Anthony Sizemore City of Cape Coral O/B/O Cape Coral Police Department Cape Coral, Florida	(Pg. 7)
Sheriff Carmine Marceno Lee County Sheriff's Office Fort Myers, Florida	(Pg. 8)
Sheriff David Hardin Glades County Sheriff's Office Moore Haven, Florida	(Pg. 9)
City Manager Marty Lawing / Mayor Kevin Anderson / Chief Derrick Diggs City of Fort Myers O/B/O Fort Myers Police Department Fort Myers, FL	(Pg. 10)
Mayor Holly D. Smith / Chief William Dalton City of Sanibel O/B/O Sanibel Police Department Sanibel, Florida	(Pg. 11)
Interim Chief James Slapp Florida Gulf Coast University Police Department Fort Myers, Florida	(Pg. 12)
Sheriff Bill Prummell Charlotte County Sheriff's Office Punta Gorda, Florida	(Pg. 13)
City Manager Greg Murray / Mayor Lynne R. Matthews / Chief Pamela Davis City of Punta Gorda O/B/O Punta Gorda Police Department Punta Gorda, Florida	(Pg. 14)
Sheriff Kevin J. Rambosk Collier County Sheriff's Office Naples, Florida	(Pg. 15)
Sheriff Steve Whidden Hendry County Sheriff's Office LaBelle, Florida	(Pg. 16)
City Manger Jay Boodheshwar / Mayor Teresa Heitman / Chief Thomas Weschler City of Naples O/B/O Naples Police Department Naples, Florida	(Pg. 17)
City Manager Michael McNees / Chief Tracy Frazzano City of Marco Island O/B/O Marco Island Police Department Marco Island, Florida	(Pg. 18)

City Manager Randy Martin / Mayor Kristine Petersen / Chief Tom Lewis (Pg. 19)
City of Clewiston O/B/O Clewiston Police Department
Clewiston, Florida

Chief Shawn Chamberlain (Pg. 20)
Lee County Port Authority
Fort Myers, Florida

Chief Jerry Connolly, PhD (Pg. 21)
Florida Southwestern State College Police Department
Fort Myers, Florida

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of City Manager _____

Printed Name of City Manager Roberto Hernandez
City of Cape Coral O/B/O Cape Coral Police Department
Cape Coral, Florida

Date: _____

Signature of Chief _____

Printed Name of Chief Anthony Sizemore
City of Cape Coral O/B/O Cape Coral Police Department
Cape Coral, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of Sheriff _____

Printed Name of Sheriff _____ Carmine Marceno _____
Lee County Sheriff's Office
Fort Myers, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of Sheriff _____

Printed Name of Sheriff David Hardin

Glades County Sheriff's Office
Moore Haven, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager _____

Printed Name of the City Manager Marty Lawing
City of Fort Myers O/B/O Fort Myers Police Department
Fort Myers, Florida

Date: _____

Signature of the Mayor _____

Printed Name of the Mayor Kevin Anderson
City of Fort Myers O/B/O Fort Myers Police Department
Fort Myers, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief Derrick Diggs
City of Fort Myers O/B/O Fort Myers Police Department
Fort Myers, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Mayor _____

Printed Name of the Mayor _____ Holly D. Smith
City of Sanibel O/B/O Sanibel Police Department
Sanibel, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief _____ William Dalton
City of Sanibel O/B/O Sanibel Police Department
Sanibel, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of Chief _____

Printed Name of Interim Chief James Slapp
Florida Gulf Coast University Police Department
Fort Myers, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff _____

Printed Name of the Sheriff Bill Prummell

Charlotte County Sheriff's Office

Punta Gorda, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager _____

Printed Name of the City Manager Greg Murray
City of Punta Gorda O/B/O Punta Gorda Police Department
Punta Gorda, Florida

Date: _____

Signature of the Mayor _____

Printed Name of the Mayor Lynne R. Matthews
City of Punta Gorda O/B/O Punta Gorda Police Department
Punta Gorda, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief Pamela Davis
City of Punta Gorda O/B/O Punta Gorda Police Department
Punta Gorda, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff _____

Printed Name of the Sheriff Kevin J. Rambosk
Collier County Sheriff's Office
Naples, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff _____

Printed Name of the Sheriff Steve Whidden
Hendry County Sheriff's Office
LaBelle, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager _____

Printed Name of the City Manager Jay Boodheshwar
City of Naples O/B/O Naples Police Department
Naples, Florida

Date: _____

Signature of the Mayor _____

Printed Name of the Mayor Teresa Heitman
City of Naples O/B/O Naples Police Department
Naples, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief Thomas Weschler
City of Naples O/B/O Naples Police Department
Naples, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager _____

Printed Name of the City Manager Michael McNeas
City of Marco Island O/B/O Marco Island Police Department
Marco Island, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief Tracy Frazzano
City of Marco Island O/B/O Marco Island Police Department
Marco Island, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager _____

Printed Name of the City Manager Randy Martin
City of Clewiston O/B/O Clewiston Police Department
Clewiston, Florida

Date: _____

Signature of the Mayor _____

Printed Name of the Mayor Kristine Petersen
City of Clewiston O/B/O Clewiston Police Department
Clewiston, Florida

Date: _____

Signature of the Chief _____

Printed Name of the Chief Thomas Lewis
City of Clewiston O/B/O Clewiston Police Department
Clewiston, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Chief _____

Printed Name of the Chief Shawn Chamberlain
Lee County Port Authority Police Department
Fort Myers, Florida

Date: _____

**Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Chief _____

Printed Name of the Chief Jerry Connolly
Florida Southwestern State College Police Department
Fort Myers, Florida

Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT G
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-037

1. **Background/History:** Resolution No. 2022-037 approves the following.
 - a. Use of Law Enforcement Trust Fund (LETf) monies in the amount of \$11,732.12 as funding support for the purchase of a 2021 Chevrolet Silverado (\$7,473.12) and for the approved budgeted use of funding support for the purchase of 9 police vehicles (\$4,259.00).
 - b. Deems police unit no. 1406, 2014 Dodge Charger, as surplus to be utilized as a trade-in for the purchase of a 2021 Chevrolet Silverado.
 - c. Approves the purchase of a 2021 Chevrolet Silverado from Garber Chevrolet Buick GMC utilizing the State of Florida Department of Management Services Contract Number 25100000-19-1. Insurance proceeds of \$16,977.08, LETf funds of \$7,473.12 and a police unit trade-in of \$3,000.00 will be utilized to fund this purchase.
2. **Financial Impact:** \$28,709.20
3. **Attachments:**
 - a. Resolution No. 2022-037
 - b. Memorandum
 - c. Chevrolet Silverado Quote – Garber Fleet Sales
 - d. Surplus Equipment Schedule
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-037.

RESOLUTION NO. 2022-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE USE OF MONIES FROM THE LAW ENFORCEMENT TRUST FUND (LETF) IN THE TOTAL AMOUNT OF \$11,732.12; DEEMING POLICE UNIT NO. 1406 AS SURPLUS; AND APPROVING THE PURCHASE OF A 2021 CHEVROLET SILVERADO FROM GARBER CHEVROLET BUICK GMC.

WHEREAS, as a result of a traffic crash, damages to the Police Department's 2014 white unmarked Dodge Charger caused it to be a total loss; and

WHEREAS, insurance proceeds in the amount of \$16,977.08 were received for the 2014 white unmarked Dodge Charger; and

WHEREAS, a 2021 Chevrolet Silverado, outfitted with lighting and other after-market police equipment has been identified allowing the City the opportunity for an immediate purchase to replace the damaged 2014 white unmarked Dodge Charger; and

WHEREAS, the Police Department is seeking approval for the use of LETF funds in the total amount of \$11,732.12 as funding support for the purchase of the 2021 Chevrolet Silverado from Garber Chevrolet Buick GMC (\$7,473.12) and for the approved budgeted use of funding support for the purchase of 9 police vehicles (\$4,259.00); and

WHEREAS, the Police Department is seeking approval to deem the damaged 2014 Dodge Charger (Police Unit No. 1406) as surplus to be utilized as a trade-in for \$3,000 toward the purchase of the 2021 Chevrolet Silverado.

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

SECTION 1. The City Commission hereby approves the use of LETF monies in the amount of \$11,732.12 as funding support for the purchase of a 2021 Chevrolet Silverado (\$7,473.12) and for the approved budgeted use of funding support for the purchase of 9 police vehicles (\$4,259.00).

SECTION 2. The City Commission hereby approves the damaged 2014 Dodge Charger (Police Unit No. 1406) to be deemed as surplus to be utilized as a trade-in for the purchase of a 2021 Chevrolet Silverado.

SECTION 3. The City Commission hereby approves the purchase of a 2021 Chevrolet Silverado in the amount of \$27,450.20 from Garber Chevrolet Buick GMC utilizing the State of Florida Department of Management Services Contract Number 25100000-19-1 utilizing insurance proceeds of \$16,977.08, LETF funds of \$7,473.12 and a police unit trade-in of \$3,000.00 to fund this purchase.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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



INTER-OFFICE MEMORANDUM

DATE: June 10, 2022
TO: Randy Martin, City Manager
SUBJECT: Fleet Replacement

On April 6, 2022, Commander Daniel Brophy was involved in an on-duty traffic crash driving a police department vehicle; a 2014 white unmarked Dodge Charger. Commander Brophy was not found at-fault for the crash. However, the vehicle damage caused it to be a total loss. As a result, the insurance paid the City of Clewiston \$16,977.08.

While researching options to replace the vehicle, we were concerned that ordering a new vehicle would not only take several months (as we experienced during our last vehicles purchases), but we would exceed available funding.

Fortunately, we have identified a vehicle, a 2021 Chevrolet Silverado that has been outfitted with lighting and other after-market police equipment at Garber Chevrolet Buick GMC. This vehicle was ordered by another law enforcement agency under the State of Florida Department of Management Services contract number 25100000-19-1 and the order was cancelled – allowing us the opportunity for an immediate purchase. The total cost of the vehicle, to include the already installed after-market equipment is \$27,450.20 (see attached quote). In addition, you will notice on the quote, to mitigate the overall cost, the department has identified an older police vehicle that the vendor is willing to take in as a trade at \$3,000.00 – bringing the cost to \$24,450.20. The marked police vehicle we have identified for trade-in is unit 1406, a 2014 Dodge Charger with mileage exceeding 110,500.

The Chevrolet Silverado meets all of the department needs as an administrative/unmarked vehicle and will provide the department with a truck that will complement the fleet. Working with our City Finance Department, we have identified the below funding sources to complete the purchase, pending approval from your office and the City Commission.

Funding Sources	Amount
Insurance Funds	\$16,977.08
Trade-in (2014 Dodge Charger)	3,000.00
Law Enforcement Trust Fund (LETf) ¹	7,473.12
Total	\$27,450.20

In addition to the above request, the department is seeking approval for the use of \$4,259 from the LETF for the approved budgeted purpose of supporting the purchase of our 9 new police vehicles. As Police Chief, I certify this budgeted use, as well as the LETF funding request to support the purchase of the 2021 Chevrolet Silverado, complies with the provisions outlined in [Florida State Statute 932.7055](#). Commission approval is needed to utilize the LETF funds.

¹ These funds are currently allocated in account number 001-4040-592000 (contingency)

If you have any questions or need additional information, please let me know.

/s/

Thomas P. Lewis
Chief of Police

Attachment: 1

CC: File

TPL



Clewiston Police Department

UNSPSC C Code	25101507
Line #	26
Unit Description	CC10753

Prepared for: Clewiston Police Department Prepared by: Garber Chevrolet Buick GMC

6/10/2022
 Clewiston Police Department
 Attn: Daniel Brophy
daniel.brophy@clewiston-fl.gov
 (863) 983-1474 ext 205

Garber Chevrolet Buick GMC
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



Prices are published by the State of Florida Department of Management Services
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements
 Purchasing contract number is 25100000-19-1 for Motor Vehicles. If you have any questions regarding this quote please call!

				Base Price
Codes	Optional Equipment	Unit Price	OEM Discount	Net Price
cc10753	2021 Chevrolet Silverado 1500 2WD Double Cab 147" Work Truck			\$21,046.00
			2.00%	
1WT	Work Truck Preferred Equipment Group	Included		\$0.00
LV3	Engine, 4.3L EcoTec3 V6 (285 hp @ 5300 rpm, 305 lb-ft of torque @ 3900 rpm)	Included		\$0.00
MYC	Transmission, 6-speed automatic	Included		\$0.00
GAZ	Summit White	Included		\$0.00
H2G	Jet Black, Vinyl seat trim	Included		\$0.00
Z82	Trailer Package (Includes Bar and 2" Ball)	495	(\$9.90)	\$485.10
ZLQ	WT Fleet Convenience Package	695	(\$13.90)	\$681.10
VK3	License plate kit, front	Included		\$0.00
PUMP	Premium Unmarked Vehicle Package (Red/Blue) -inc.:	2514		\$2,514.00
	Full Width Front Inner Edge Lightbar with Takedowns			
	Rear Interior Lightbar with Traffic Advisor Patterns			
	Federal FHL-HL Alternating Headlamp Flasher			
	Handheld Light/Siren/PA Controller			
	Nylon Composite Siren Speaker with Bracket			
FHL-TAIL	Federal Alternating Taillamp Flasher	126		\$126.00
GRL	Front Grille LED's (x2; 1 x Red & 1 x Blue)	276		\$276.00
RSWIN	Split (Red/Blue) Surface Mount LED's for Rear Side Window (x2)	276		\$276.00
SIBL	LINEX Spray In Bedliner	495		\$495.00
ATB	Single Lid Std Profile Bright Aluminum Toolbox	495		\$495.00
VVS	Vent Visors, Stick-On Style	149		\$149.00
TINT	Tint all Windows to Legal Level with Windshield Strip	271		\$271.00
INST	6.0 Hours EVT Certified Installation Inc all Wiring, Loom and Harware (\$105/per)	630		\$630.00
TTAG	Temporary Tag	6		\$6.00
DEL	Delivery	Included		\$0.00
TRADE	Trade in Value for 2014 Dodge Charger VIN: 2C3CDXAT2EH367668	-3000		(\$3,000.00)
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 24,450.20

June 23, 2022 Commission Meeting
Surplus Equipment Schedule

City Vehicle ID	Year	Manufacturer	Model	Serial No.
1406	2014	Dodge	Charger	2C3CDXAT2EH367668

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT H
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-038

1. **Background/History:** Resolution No. 2022-038 approves the Department of Health Memorandum of Understanding and authorizes the Chief of Police to sign the agreement.

The Department of Health is a State of Florida governmental agency which uses law enforcement case record data to conduct surveillance of diseases and injuries of public health importance by reporting circumstance information associated with violent deaths in Florida to the Centers for Disease Control and Prevention's National Violent Death Reporting System.

This agreement would assist them in their goals by sharing information related to incidents involving violent deaths.

2. **Financial Impact:** None
3. **Attachments:**
 - a. Resolution No. 2022-038
 - b. Memorandum of Understanding
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-038.

RESOLUTION NO. 2022-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF HEALTH AND THE CLEWISTON POLICE DEPARTMENT.

WHEREAS, the Clewiston Police Department is a Florida law enforcement agency that collects data and maintains case records relating to violent deaths; and

WHEREAS, the Florida Department of Health is a State of Florida governmental agency which uses law enforcement case record data to accomplish its authorized purposes for conducting surveillance of diseases and injuries of public health importance by reporting circumstance information associated with violent deaths in Florida to the Centers for Disease Control and Prevention's National Violent Death Reporting System; and

WHEREAS, the Clewiston Police Department desires to work with the Florida Department of Health to assist them in their goals by sharing information related to incidents involving violent deaths; and

WHEREAS, the Clewiston Police Department understands its responsibilities as described in the attached Memorandum of Understanding.

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

SECTION 1. The attached Memorandum of Understanding between the Florida Department of Health and the Clewiston Police Department is approved.

SECTION 2. The Police Chief is hereby authorized and directed to sign the attached Memorandum of Understanding on behalf of the Clewiston Police Department.

PASSED AND ADOPTED in open session this 23rd day of June, 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 FLORIDA DEPARTMENT OF HEALTH
AND
THE CLEWISTON POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the Florida Department of Health, through its Division of Community Health Promotion (DOH), located at 4052 Bald Cypress Way, Bin #A-24, Tallahassee, FL 32399, and the Clewiston Police Department located at 300 South Berner Road, Clewiston, Florida 33440, jointly referred to as the "parties".

Whereas, the Entity is a Florida law enforcement agency that collects data and maintains case records relating to violent deaths; and

Whereas, DOH is a State of Florida governmental agency which uses law enforcement case record data to accomplish its authorized purposes for conducting surveillance of diseases and injuries of public health importance by reporting circumstance information associated with violent deaths in Florida to the Centers for Disease Control and Prevention's National Violent Death Reporting System.

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

A. Statutory Authority:

1. DOH Authority: Sections 381.0055 and 381.0031(6), Florida Statutes.
2. Entity Authority: Sections 960.0021, and 914.15, Florida Statutes.

B. Term: This MOU begins on June 21, 2022 or the date last signed by the parties, whichever is later and will terminate upon written removal by either party.

C. Responsibilities of the Parties:

1. DOH Responsibilities:

- a. Present only aggregated data in public-facing reports and presentations consistent with Florida Administrative Code rules 59E-7.029 and 59B-9.039.
- b. Not copy or redistribute the confidential data received under this MOU in any manner.

2. Entity Responsibilities: Provide quarterly case record data, as requested by DOH, related to incidents involving violent death, including death due to: 1) suicide; 2) homicide; 3) legal intervention (excluding legal execution); 4) fire-arm related, and 5) undetermined intent.

3. Joint Responsibilities:

- a. Work to develop a protocol outlining the cooperative surveillance activities to be implemented.
- b. Use internal and external resources to support collaborative projects developed under this MOU.

D. Special Provisions:

1. Financial Obligations: Both parties are responsible for their own costs associated with implementing their respective obligations under this MOU.
2. Cooperation with Inspectors General: Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to section 20.055(5), Florida Statutes.
3. Compliance with Applicable Laws: If any provision of this MOU is held to be invalid under any applicable statute or rule of law, such provision, or portion thereof, is to that extent deemed to be omitted and the remaining provisions of this MOU will remain in full force and effect.
4. Termination at Will: Any party may terminate this MOU at any time by giving the other party written notice at least 30 days prior to the intended termination date.
5. Termination for Breach: Failure to protect the confidentiality of the data provided hereunder will result in the MOU being terminated immediately and all data being returned to the sender.
6. Modifications: This MOU may only be amended or otherwise modified by a written instrument signed by both parties.
7. Sovereign Immunity: Nothing herein is to be construed as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein is to be construed as consent by a state agency or political subdivision to be sued in contract or in tort.
8. Confidentiality: Where applicable, all parties to this MOU will comply with the Health Insurance Portability Accountability Act (HIPAA) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
9. Notice: Any notices given by either party to the other party under this MOU will be in writing and sent either: by overnight courier, with a verified receipt; or by registered or certified United States Mail, postage prepaid. Either party's specified point of contacts may be changed by notifying the other party a minimum of one week prior to such change. Notice will be deemed sufficiently given upon receipt at the following addresses:

Department:

The Clewiston Police Department
300 South Berner Road
Clewiston, Florida 33440

10. Waiver: The failure of either party, in any respect, to exercise, or delay in exercising any right, power, or privilege provided for hereunder will not be deemed a waiver thereof; nor will any single or partial exercise of any such right, power or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this MOU. No party will be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the party against whom such waiver is sought.
11. Confidentiality: The parties agree that they will not use or disclose any confidential information that may be supplied under this MOU for any purpose not in compliance with state and federal law.
12. Assignment: This MOU cannot be assigned unless agreed to by the parties in writing.
13. Severability: Each provision of this MOU shall be interpreted in such a manner as to be effective and valid under Florida law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the MOU.
14. Governing Law and Venue: Florida law governs this MOU. In the event of a dispute, Leon County is the venue and both parties agree to be responsible for their own attorney's fees and costs, unless prohibited by law.
15. Return of Data: In the event this MOU is terminated or ends for any reason, the other party must return all data in their possession to the respective party.
16. Entire Agreement: This MOU embodies the entire agreement and understanding between the parties, on the subject hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this four-page MOU to be executed by the following authorized officials of the below respective parties.

FLORIDA DEPARTMENT OF HEALTH

CLEWISTON POLICE DEPARTMENT

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT I
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-039

- 1. Background/History:** Resolution No. 2022-039 authorizes the payment of Ridgill & Son, Inc. Invoice No. 12856 in the amount of \$8,187.50 for emergency work. Invoice No. 12857 in the amount of \$10,125 and Invoice No. 12817 in the amount of \$12,700 were previously approved for payment by the City Manager based upon the Director's request.
- 2. Financial Impact:** \$8,187.50
- 3. Attachments:**
 - a.** Resolution No. 2022-039
 - b.** Ridgill & Son, Inc. Invoice No. 12856 & PO #22971
 - c.** Memo dated June 23, 2022 including Director's statement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-039.

RESOLUTION NO. 20229-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, RATIFYING THE EMERGENCY MAINTENANCE WORK PERFORMED BY RIDGDILL & SON, INC. AND AUTHORIZING THE ATTACHED PURCHASE ORDER NO. 22971.

WHEREAS, the City of Clewiston Director of Operations (Director) utilized a local contractor, Ridgdill & Son, Inc., to perform unexpected but necessary required maintenance to clean ditches surrounding the City Wastewater Treatment Plant to meet requirements stipulated by DEP as a condition of the consent order previously entered into by the City and department; and

WHEREAS, Director detailed the necessity for the maintenance work to be done as an emergency repair thus eliminating the opportunity for meeting typical city procurement steps; and

WHEREAS, in accord with Director's recommendation and consistent with established procedure and applicable policy, City Manager concurred with the emergency declaration and approved the initial two invoices in the cumulative amount of \$22,825.00.

WHEREAS, management recommends the Commission authorize payment of the additional outstanding expenditure of \$8,187.50.

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

SECTION 1. The City Commission hereby approves the determination by the City Manager of the existence of an emergency and the emergency maintenance work.

SECTION 2. The attached Purchase Order No. 22971 to Ridgdill & Son, Inc. is hereby approved, and the City Manager and Finance Director are authorized and directed to pay for the work (8,187.50).

PASSED and ADOPTED by the City Commission of the City of Clewiston this 23rd day of June, 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

RIDGDILL & SON, INC

P.O. Box 447
 Clewiston, FL 33440
 USA

APR 11 2022

INVOICE

Invoice Number: 12856
 Invoice Date: Apr 4, 2022
 Page: 1

Duplicate

Voice: 863-983-3136
 Fax: 863-983-9642

Bill To:
CITY OF CLEWISTON 115 WEST VENTURA CLEWISTON, FL 33440

Ship to:
CITY OF CLEWISTON 115 WEST VENTURA CLEWISTON, FL 33440

Customer ID	Customer PO	Payment Terms	
CITYCLEWISTON	PO #22914	Net 15 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/19/22

Quantity	Item	Description	Unit Price	Amount
9.00	HOURS	3/15/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
9.00	HOURS	3/16/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
9.00	HOURS	3/17/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
8.50	HOURS	3/18/22 - 360 B/H RENTAL W/OP	125.00	1,062.50
9.00	HOURS	3/21/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
9.00	HOURS	3/22/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
9.00	HOURS	3/23/22 - 360 B/H RENTAL W/OP	125.00	1,125.00
3.00	HOURS	3/23/22 - 360 B/H RENTAL W/OP	125.00	375.00

Subtotal	8,187.50
Sales Tax	
Total Invoice Amount	8,187.50
Payment/Credit Applied	
TOTAL	8,187.50

Check/Credit Memo No:

CITY OF CLEWISTON

115 W. Ventura Ave.
Clewiston, FL 33440

Tel: 863-983-1484 • Fax: 863-983-4055

PURCHASE ORDER

Date 4/4/22 Requested By AM/aw

Deliver To: **CITY WAREHOUSE**

Address: **1300 SOUTH OLYMPIA ST.**

CLEWISTON, FLORIDA 33440

TEL: 863-983-1496

FAX: 863-983-3112

Ridgely + Son, Inc

SHIP VIA

UNLESS OTHERWISE STATED
ALL PRICES F.O.B. CLEWISTON

DATE WANTED

TERMS

SUBJECT TO THE FOLLOWING CONDITIONS, furnish articles or services listed; 1. Render separate invoice for this order or for each shipment thereon immediately following shipment. 2. Prepaid freight chargeable to the City of Clewiston must be supported by carrier's receipt. 3. Ship all orders to the proper department. 4. Whenever a delivery is rejected, the vendor shall be notified and given the reason for rejection. All rejected deliveries shall be held at the vendors risk and he shall bear the expense of removal.

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
9	HES	3/15/22 300 BH Rental w/op	125.00	1125.00
9	HES	3/16/22 " " " "	125.00	1125.00
9	HES	3/17/22 " " " "	125.00	1125.00
8.5	HES	3/18/22 " " " "	125.00	1062.50
9	HES	3/21/22 " " " "	125.00	1125.00
9	HES	3/22/22 " " " "	125.00	1125.00
- 9	HES	3/23/22 " " " "	125.00	1125.00
- 3	HES	3/23/22 " " " "	125.00	375.00
				\$8187.50

Florida State Sales Tax Exemption
Certificate No. 85-80126215470-1

The City of Clewiston is exempt from FEDERAL EXCISE TAXES. Exemption certificate will be signed upon request.

PURCHASING AGENT	FUND	DEPT.	OBJECT	PROJECT	AMOUNT	IMPORTANT SHOW THIS NUMBER ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS AND CORRESPONDENCE.
		420	3052	531000		
Approved						PURCHASE ORDER 22971
CITY MANAGER						

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

June 23, 2022

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: DEP Consent Order Compliance Action Update

Over a several month period, Director of Operations Danny Williams utilized a local contractor Ridgill & Son to perform unexpected but necessary required maintenance to clean ditches surrounding the City Wastewater Treatment Plant to meet requirements stipulated by DEP as a condition of the consent order previously entered into by the City and department. Enclosed is a statement provided by Director Williams further detailing the necessity for these activities to be done as an emergency repair thus eliminating the opportunity for meeting typical city procurement steps. Given the nature of the work and the necessity for it to be done expeditiously to avoid further deteriorated conditions and delayed compliance, the action was deemed necessary and appropriate.

In accord with Director Williams recommendation and consistent with established procedure and applicable policy, I concurred with the emergency declaration and approved the initial two invoices in the cumulative amount of \$22,825.00. Given the cumulative amount of the invoiced work exceeds the established City Manager contractual authority limit of \$25,000, management recommends the Commission authorize payment of the additional outstanding expenditure of \$8,187.50. With this action, the total authorized work completed is \$31,012.50. No further improvements are anticipated to be necessary to maintain DEP compliance at this time.

Enclosure



City of Clewiston Utilities
141 Central Ave
Clewiston, FL 33440
(863)983-1454 Fax: (863)983-3406

The City of Clewiston Waste Water Treatment plant is under consent order and due to the consent order and also the testing for (TDS) total dissolved solids the city was required to clean all ditches surrounding the WWTP by (DEP) Department Environmental Protection for the testing for our monthly and yearly testing requirements. The city did the job in four sections with a local contractor Ridgill & Son.

Director of Operations

Danny Williams

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT J
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-040

1. **Background/History:** Resolution No. 2022-040 adopts amendments to the budget for FY 2021-2022 as follows:

General Fund

Budget Amendment 12 – Use of insurance proceeds and budgeted Law Enforcement Trust Fund (LETF) contingency to support funding the purchase of a replacement vehicle for Police Unit 1408 totaled in an accident - \$24,550

2. **Financial Impact:** \$24,550
3. **Attachments:**
 - a. Resolution No. 2022-040
 - b. Budget Amendment 12
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-040.

RESOLUTION NO. 2022-040

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 amendment summarized here and attached and made a part hereof:

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

General Fund 001

Amendment 12) Use of insurance proceeds and budgeted Law Enforcement Trust Fund (LETF) contingency to support funding the purchase of a replacement vehicle for Police Unit 1406 totaled in an accident

\$24,550

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 amendment as summarized above and attached and made part hereof is hereby adopted for the Fiscal Year 2021-2022, effective October 1, 2021.

Section 2. This Resolution and the attached amendment is to be posted on the city's website Clewiston-fl.gov within five (5) days after adoption.

PASSED AND ADOPTED in open session this 23rd day of June, 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		369901		Insurance Proceeds	0	16,977	16,977
							0
001	4040	564000		Capital Equipment	482,445	16,977	499,422
							0
001	4040	564000		Capital Equipment	499,422	7,473	506,895
001	4040	592000		Police LETF Contingency	15,241	(7,473)	7,768
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						16,977	

Comments:

Use of insurance proceeds and budgeted Law Enforcement Trust Funds (LETF) for the purchase of a replacement vehicle for police unit 1408, totaled in an accident.

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

High Energy Prices and Cost Mitigation Efforts

Clewiston City Commission

June 23, 2022



Rising Energy Costs and Inflation Affecting Customers

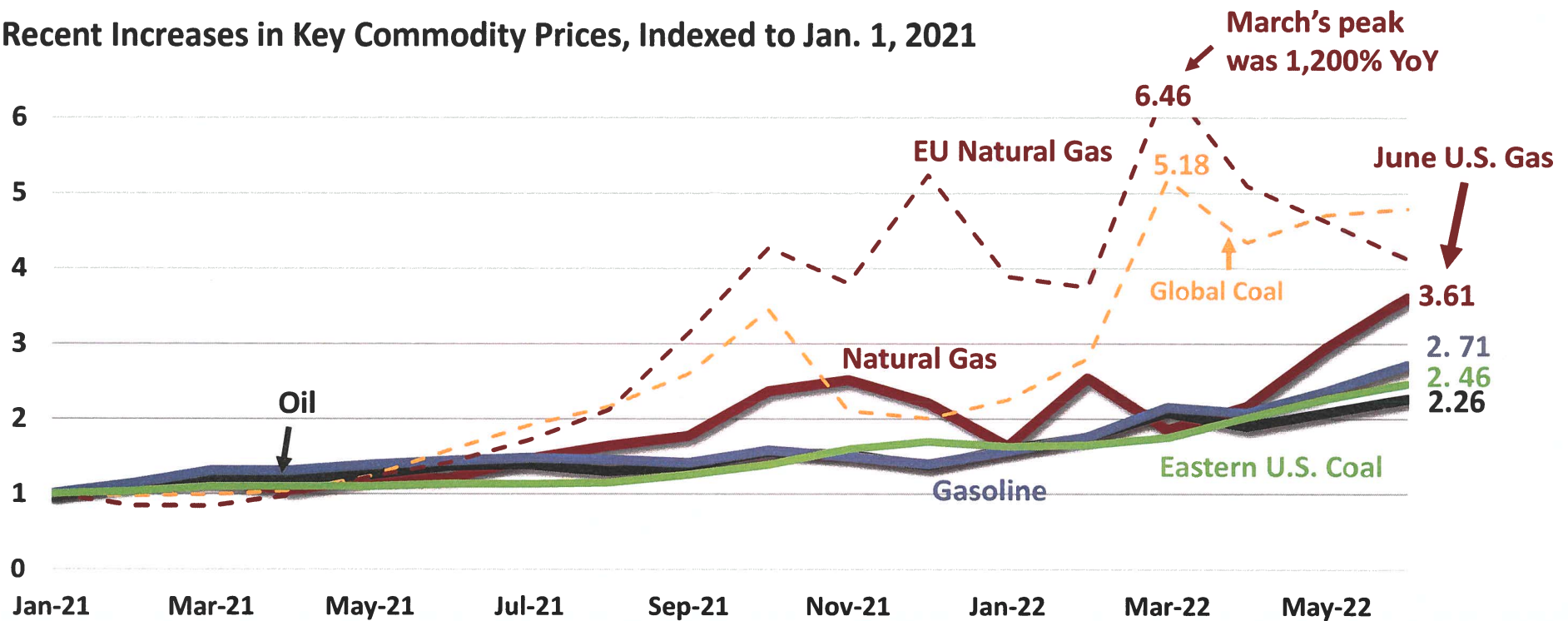
Typical Family Spending ~\$4,000 More for Energy in 2022

- Global and national energy supply not keeping pace with post-COVID recovery
- National energy prices up 100% – 260% over last year, leading inflation
- Average Florida families paying ~\$3,000 – \$4,000 more for energy this year
- Floridians electric bills up ~15% – 30% this year
- Florida exposed to natural gas price risk with ~75% of power from gas

U.S. Energy Prices Up 100% – 260% in Last Year

Global Energy Prices Up 120% – 400% Year Over Year

Recent Increases in Key Commodity Prices, Indexed to Jan. 1, 2021

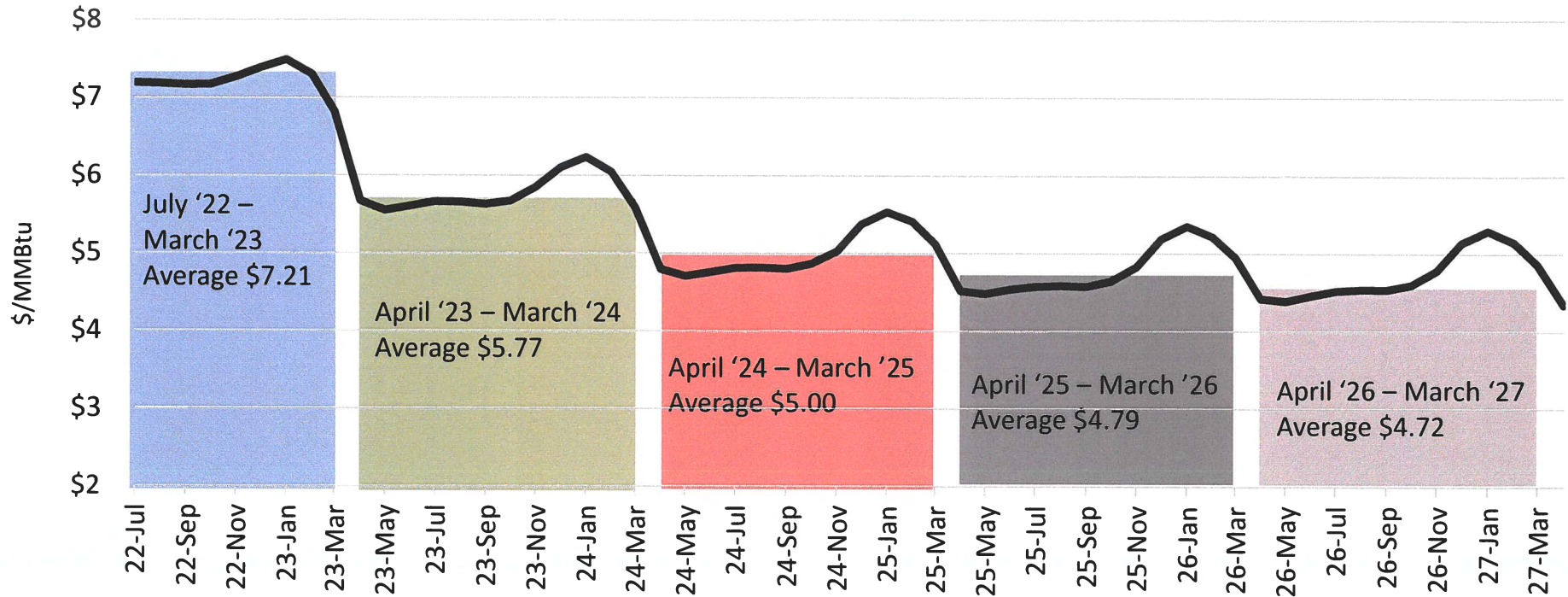


SOURCE: NYMEX Future Contract Settle Prices (NG-Henry Hub, Oil-WTI, Gasoline-RBOB). Global Coal prices from market.businessinsider.com. Eastern U.S. Coal spot price Nasdaq.com, EU Nat. Gas Import Price from ycharts.com. March data derived from the WSJ, CME Group data.

Futures Pricing Drops Substantially After Winter 2023

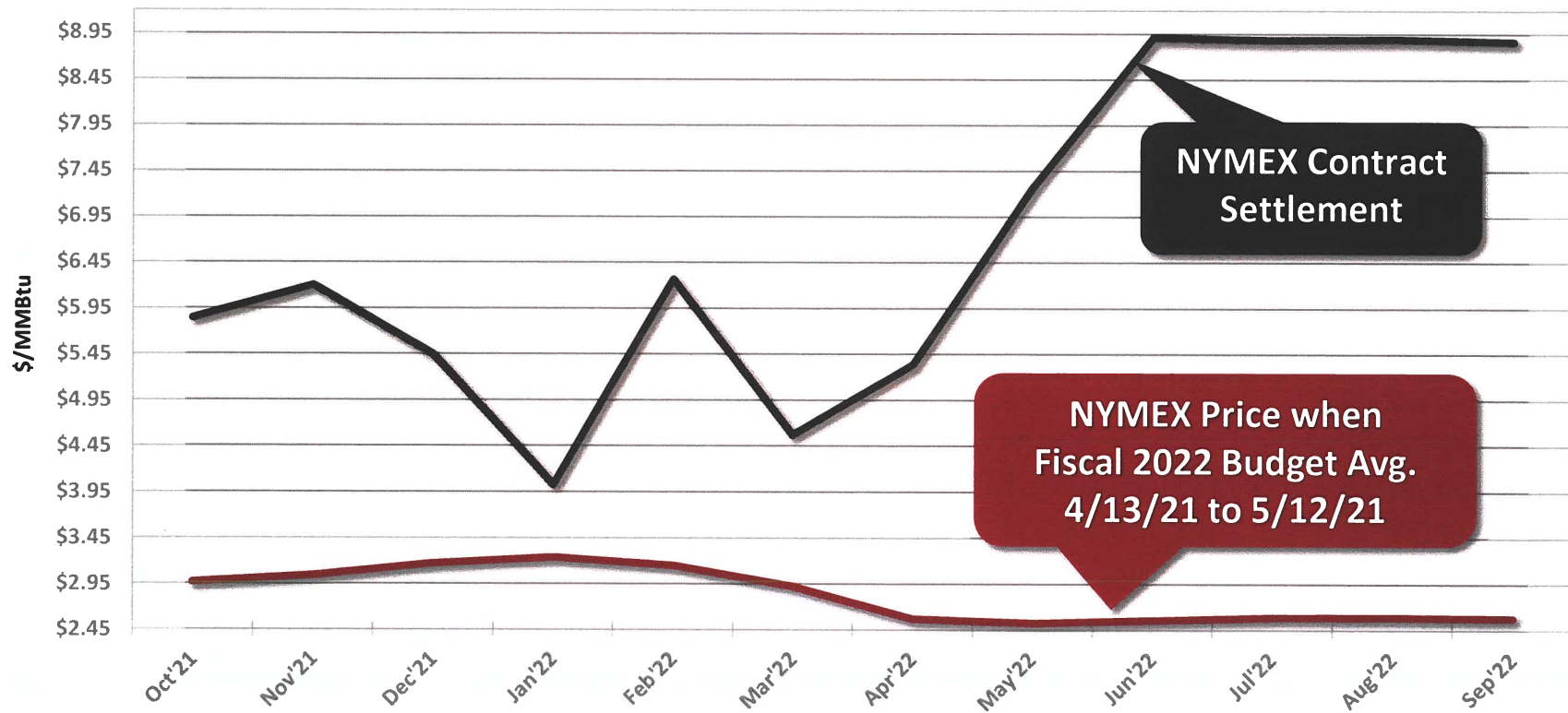
Summer 2023 Averages \$4.79 vs. \$7.18 for Summer 2022

NYMEX Futures Pricing as of Close June 14, 2022



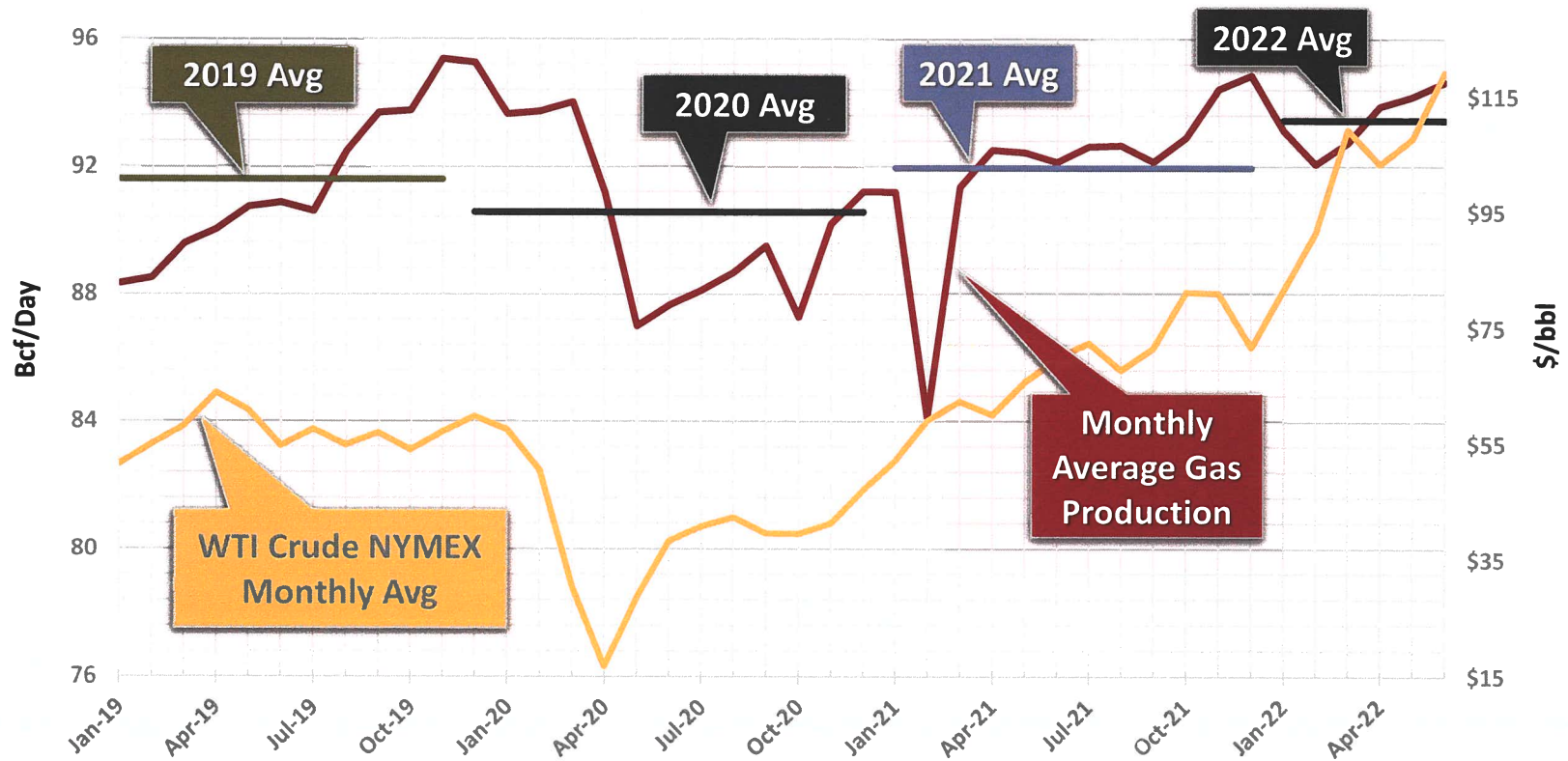
FY 2022 NYMEX Contract \$3.89/MMBtu Above Budget

NYMEX Natural Gas FY22 Settlement as of June 13



Natural Gas Production Flat Despite Oil Price Changes

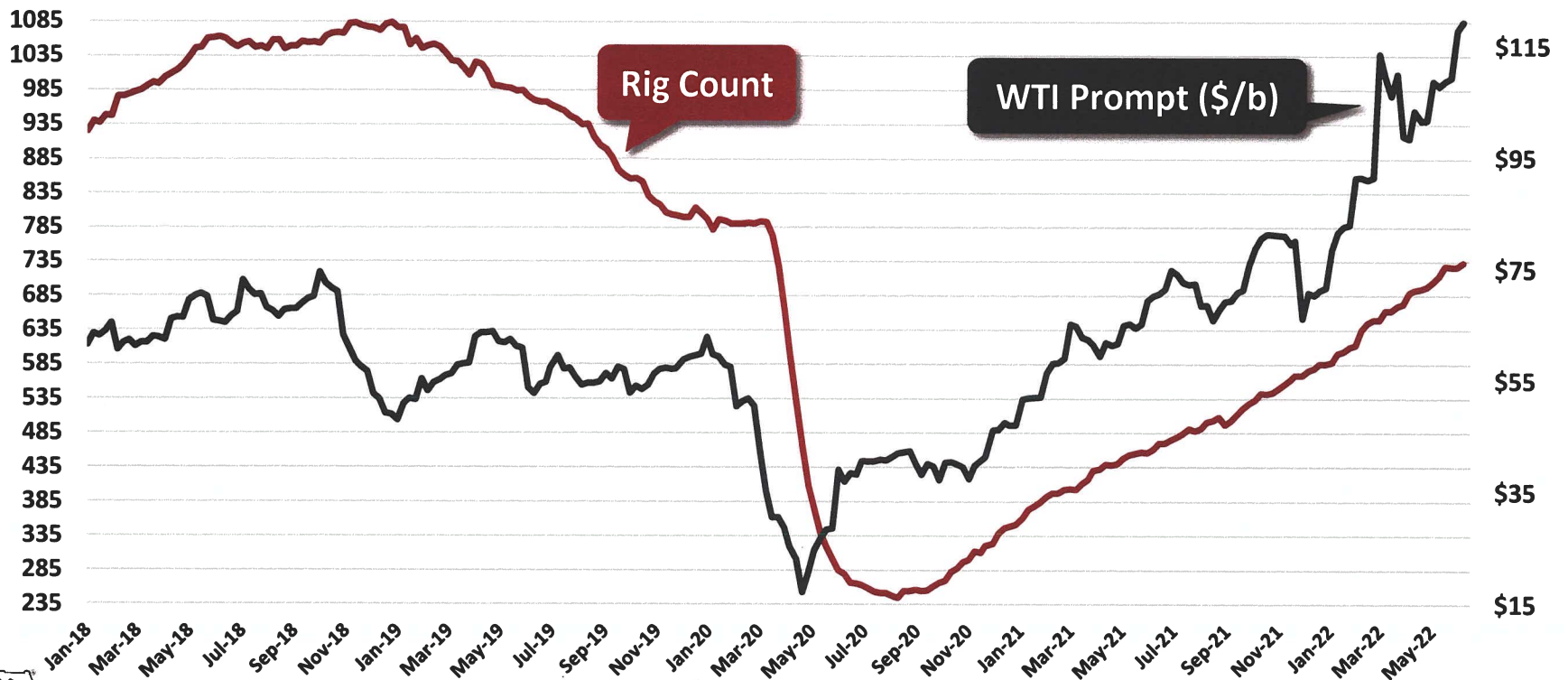
Average Monthly Change Since 2019 to Date as of June 13



Rig Count Slightly Increases, Oil Prices Remain High

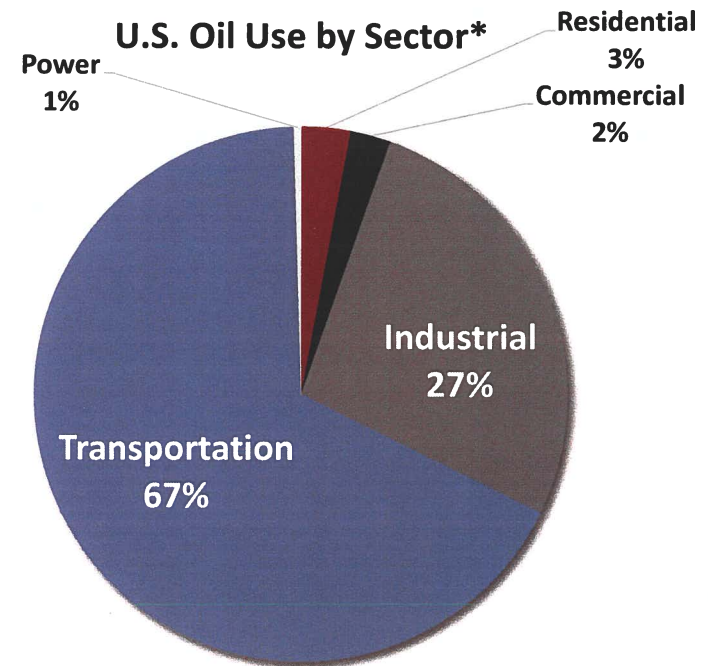
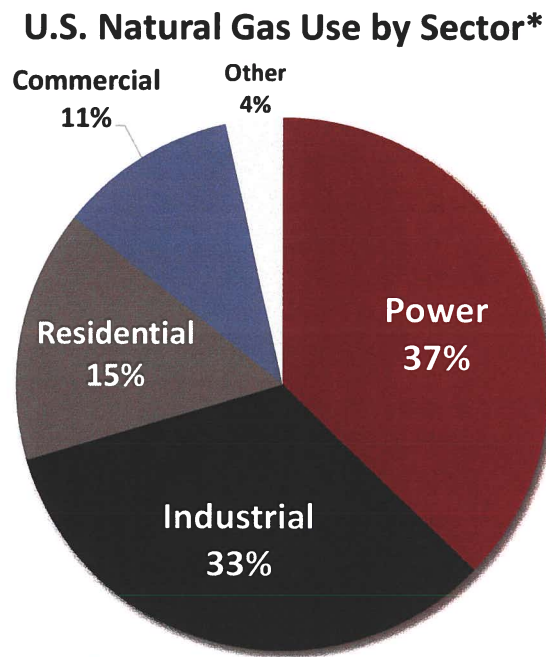
WTI Prices Above \$100 for Past 4 Months (as of June 13)

U.S. Drilling Rig Count vs WTI Prompt



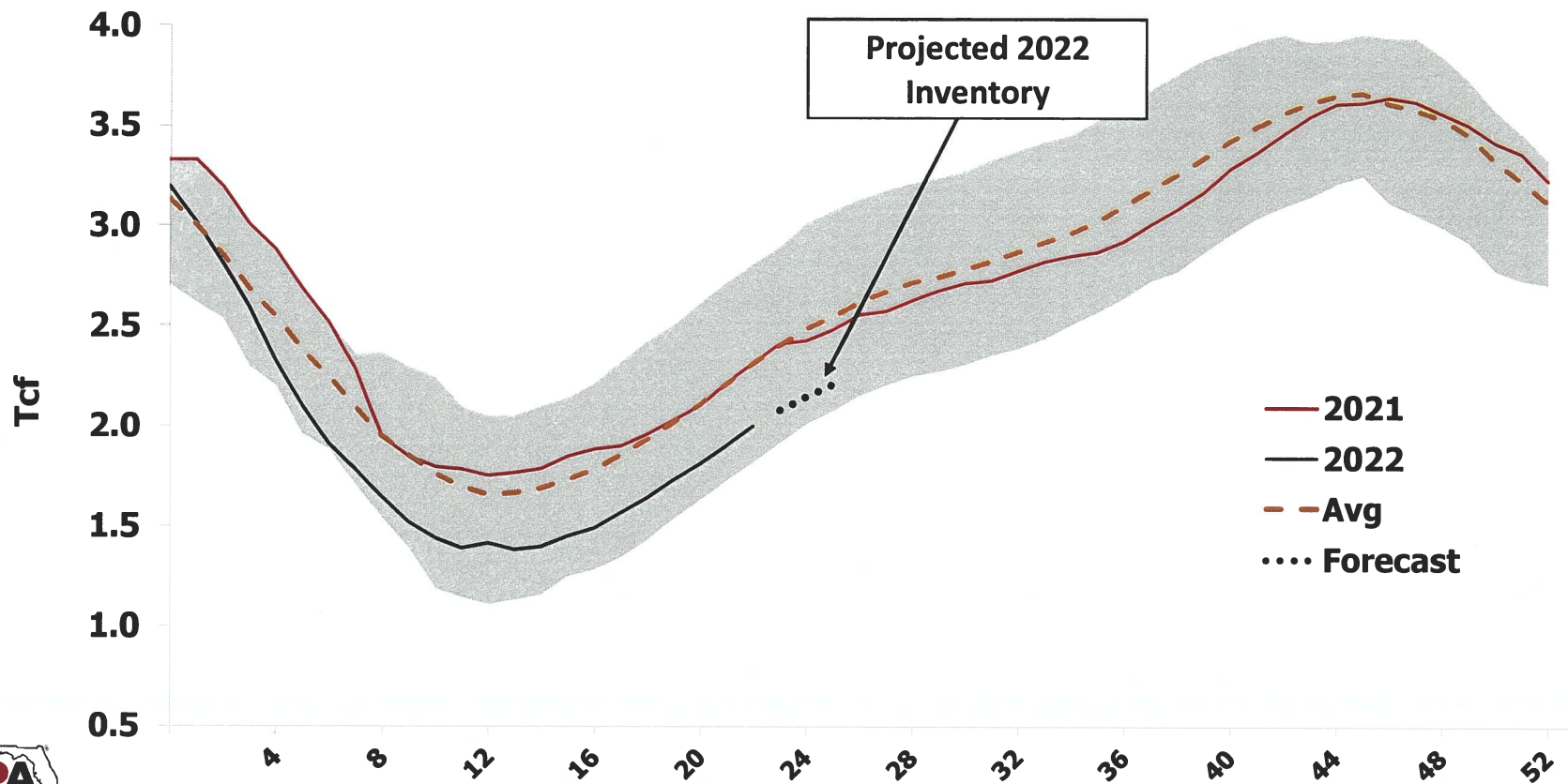
Most Natural Gas Use Immune to Price Increases

Transport Uses of Oil Will Decline with High Prices



Gas Storage Inventory as of Week Ending June 13

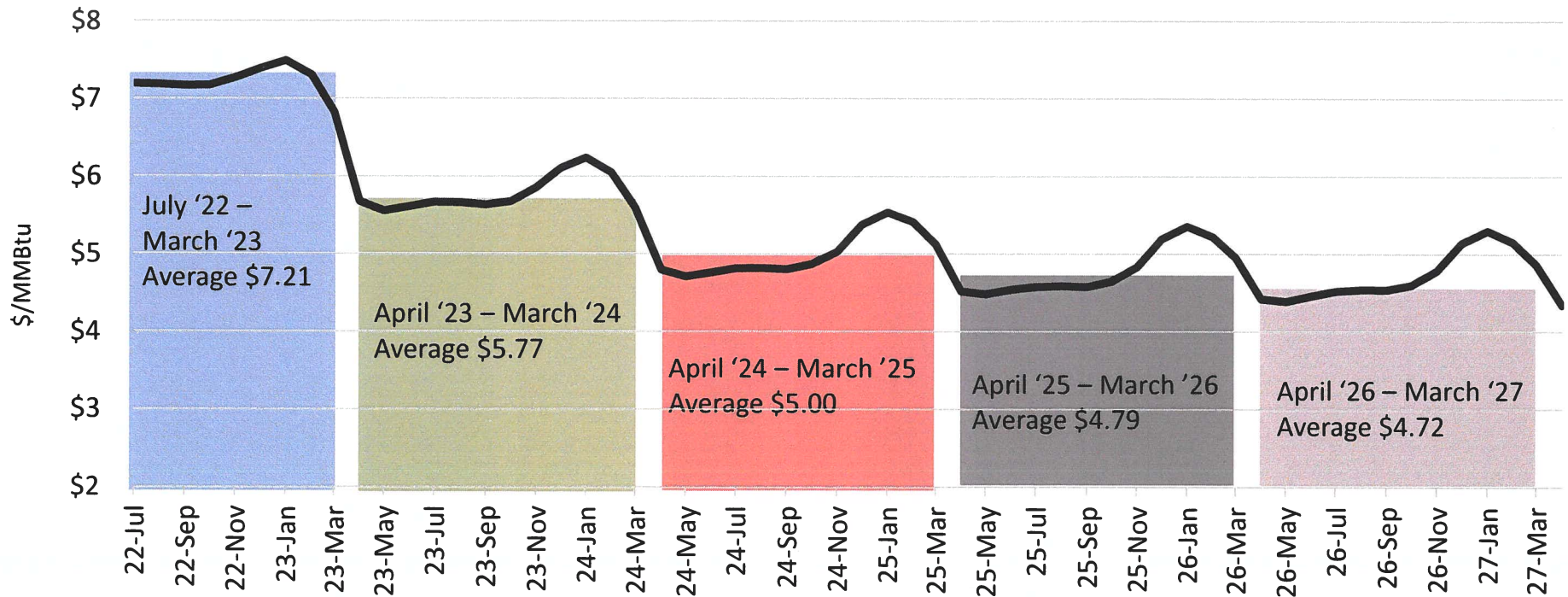
2022 Season Forecasted to Remain in Lower Level of 5-Year Avg.



Futures Pricing Drops Substantially After Winter 2023

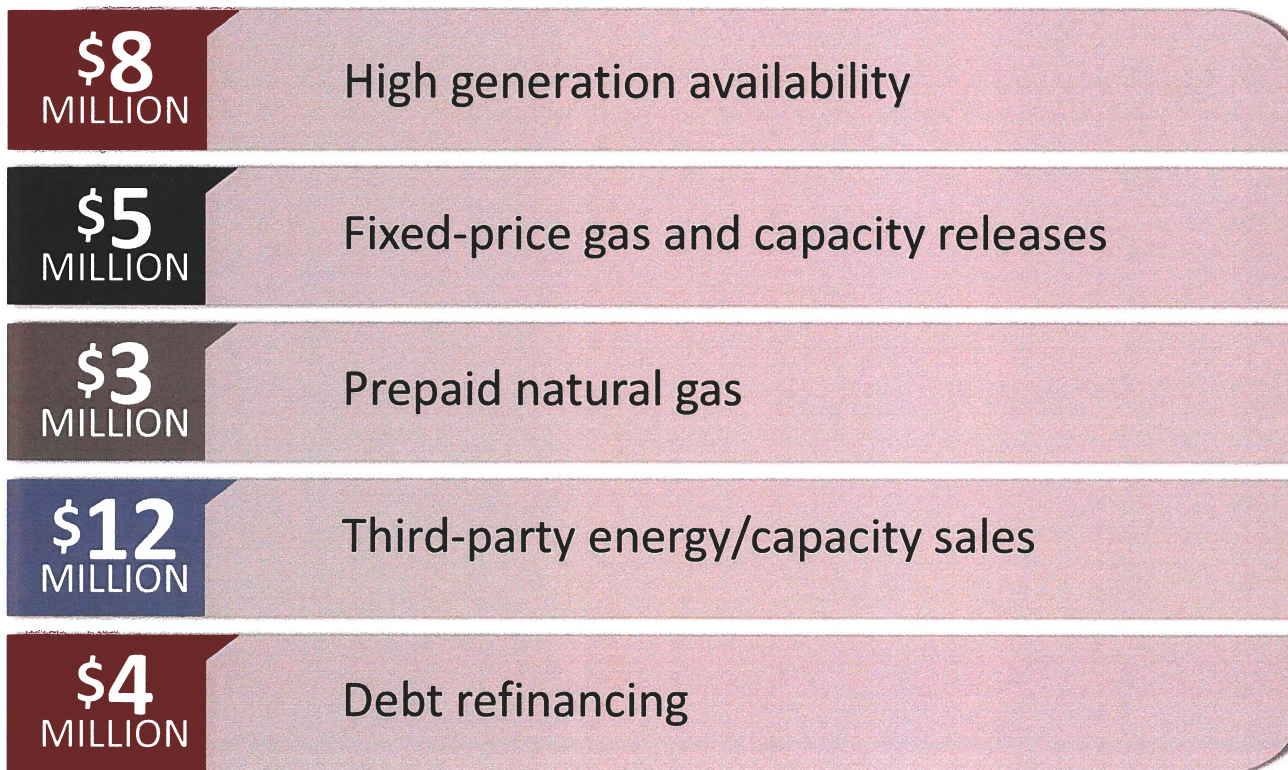
Summer 2023 Averages \$4.79 vs. \$7.18 for Summer 2022

NYMEX Futures Pricing as of Close June 14, 2022



FMPA Is Working to Lower Controllable Costs

Saved Members Over \$32 Million Since 2021, Can Do More



Areas of Continued Cost-savings

- Fixed-price gas strategy
- Prepaid gas
- Refinancing
- Reliable units

FMPA's ARP Approved Price Risk Management Plan

Percentage Fixed-Price Gas Strategy For Some Price Certainty

Season	ARP's Natural Gas Volume For Fixed Price	Fixed Price Threshold (\$/MMBtu)
Spring '23 – Spring '24	50%	<\$6.50
Spring '24 – Spring '25	25%	<\$6.50

FMPA's ARP Executive Committee will continue to monitor market conditions and discuss further price risk management should market conditions provide additional opportunities.

Clewiston's Estimated Seasonal Gas Usage

Based on Recent Loads and ARP Generation Mix

Season	Est. Average Gas Use (MMBtu/Month)	50% of Average Gas Use (MMBtu/Month)	25% of Average Gas Use (MMBtu/Month)
Summer (May – Oct.)	53,219	26,609	13,305
Non-Summer (Nov. – Apr.)	38,319	19,159	9,580

Gas Prices Drive Costs

All-In Cost Up ~\$6.50/MWh for Every ~\$1 Move Up for Gas

Gas Price Assumed (\$/MMBtu)	Projected All-In Cost April '23 – March '24 (\$/MWh)
\$3	\$78
\$5	\$92
\$6	\$99
\$7	\$105
\$9	\$118
\$11	\$131
\$13	\$144

Percentage Fixed-Price Gas Has Impact on Cost

Can Support Estimated Spread to Market Based Cost

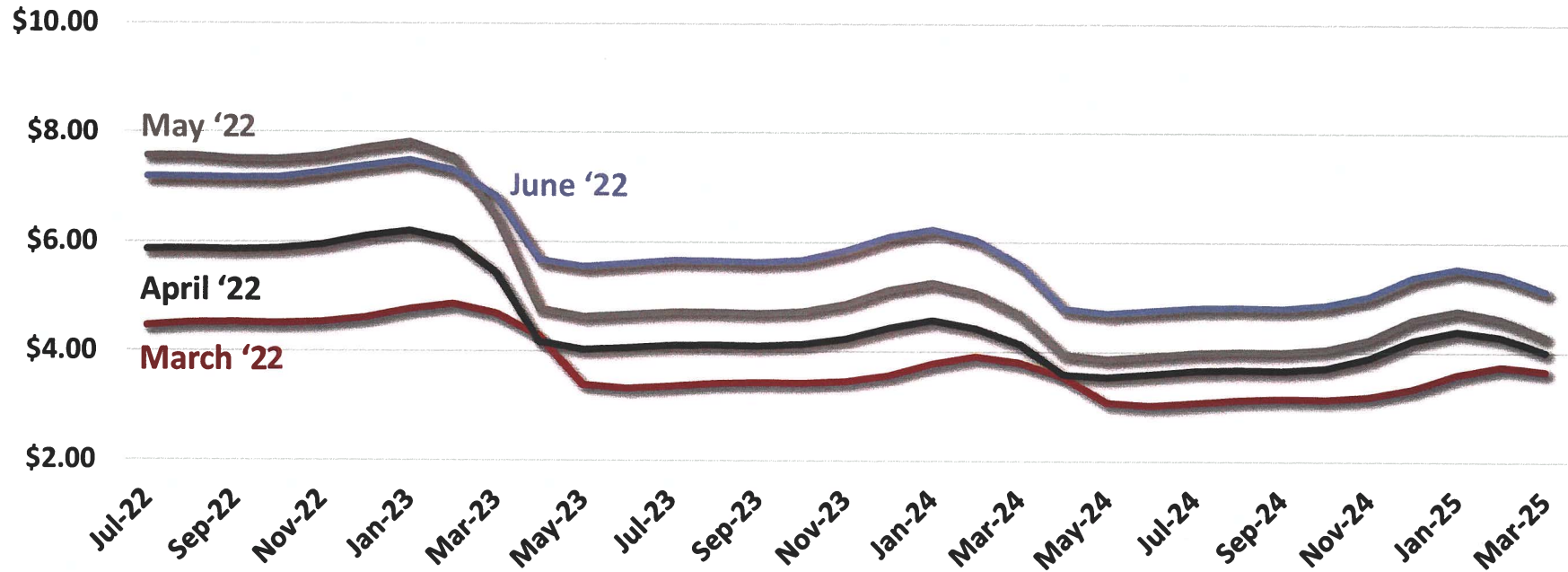
Gas Price and Blend Assumed (\$/MMBtu)	Projected All-In Cost April '23 – March '24 (\$/MWh)*
\$3, 100% Market	\$78
\$9, 100% Market	\$118
\$9 (50% Market), 50% Fixed Gas	\$104
\$9 (75% Market), 25% Fixed Gas	\$111
\$3 (50% Market), 50% Fixed Gas	\$87
\$3 (75% Market), 25% Fixed Gas	\$83

**Assumes current forward gas prices and high-level assumption regarding gas unit efficiency. Actual results will vary based on ability to achieve desired fixed price and unit performance.*

Prices Up \$2.68/MMBtu for Summer Since March 2022

April 2023 – March 2024 Up \$2.24/MMBtu Since March

Historical Henry Hub NYMEX Contracts (\$/MMBtu)



CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-041

1. **Background/History:** Resolution No. 2022-041 approves the special exception request from United States Sugar Corporation to allow the parcel located at 1300 S. Francisco Street fencing for cattle with stipulations.

The applicant, United States Sugar Corporation, requested a special exception be allowed to fence in a 6-7 acre portion of the Industrial zoned lot located at 1300 S. Francisco Street for livestock.

The City Planning & Zoning board met on June 1, 2022 and recommended approval of the request with the following stipulations: (1) Special Exception to expire five years from the date of approval, and (2) Landscaping to be maintained to prevent overgrowth along fence and adjacent right of way. The vote was 4 yeas, 0 nays. Board Member Mickey McGahee was absent.

2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2022-041
 - b. Exhibit A
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-041.

RESOLUTION NO. 2022-041

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE SPECIAL EXCEPTION REQUEST FROM UNITED STATES SUGAR CORPORATION TO ALLOW THE PARCEL LOCATED AT 1300 S. FRANCISCO STREET FENCING FOR CATTLE.

WHEREAS, United States Sugar Corporation applied for a special exception for the property located at 1300 S. Francisco Street, currently zoned R-3 Residential, to allow fencing for cattle at the site; and

WHEREAS, the local Land Use Planning Agency (LPA), comprised of the Planning and Zoning Board, received and reviewed this special exception request at its June 1st, 2022 meeting, found that it is consistent with the City's Comprehensive Plan, and recommended approval of the special exception with the following stipulations: (1) Special Exception to expire five years from the date of approval, and (2) Landscaping to be maintained to prevent overgrowth along fence and adjacent right of way.

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

SECTION 1. The attached special exception request from United States Sugar Corporation to allow the parcel located at 1300 S. Francisco Street fencing for cattle is approved with the following stipulations: (1) Special Exception to expire five years from the date of approval, and (2) Landscaping to be maintained to prevent overgrowth along fence and adjacent right of way.

PASSED AND ADOPTED by the City Commission of the City of Clewiston this 23rd day of June, 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

Staff Summary Report

Special Exception
Portion of Parcel at 1300 S. Francisco
June 01, 2022

Background Information

Pursuant to an application by US Sugar requesting a special exception asking to be allowed to fence in a 6-7 acres portion of the Industrial zoned lot and put livestock on the lot.

References reviewed and applied:

Application from US Sugar
The City Ordinances of Clewiston
Hendry County Property records
Public Notice & Letter to Neighbors

Findings

The City of Clewiston now finds and determines that it is in the City's best planning and zoning interests to review the application.

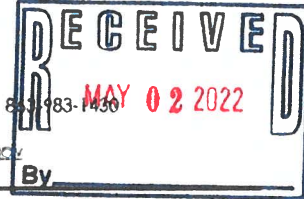
Recommendations

Board discretion

Travis Reese
Community Development Department

City Of Clewiston

121 Central Avenue Clewiston, Florida 33440 • Phone: 863-983-1500 • Fax: 863-983-1430
www.clewiston-fl.gov
nope.wojack@clewiston-fl.gov or adrienne.adams@clewiston-fl.gov



APPLICATION FOR APPEALS OR SPECIAL EXCEPTIONS

Application Fee (non-refundable): Major (requires site development) \$1,500.00
Minor (use change only) \$ 500.00
Appeal of administration decision \$ 500.00

Due in the Planning Department by the 10th of the month

THIS APPLICATION MUST HAVE ALL INFORMATION FIELDS COMPLETED. RETURN IT TO THE COMMUNITY DEVELOPMENT DEPARTMENT AT 121 CENTRAL AVENUE. IT IS IMPORTANT THAT THE APPLICANT OR A REPRESENTATIVE BE PRESENT AT EACH REQUIRED PUBLIC MEETING TO ANSWER ANY BOARD QUESTIONS REGARDING YOUR REQUEST. YOU WILL BE NOTIFIED OF MEETING DATES.

Owner(s) Name: Untied States Sugar Corporation

Address: 111 Ponce de Leon Avenue

City, State: Clewiston, FL 33440

Phone Number(s): 863-9022492

Legal Description: Lot(s) Parcel 3 34 43 15 A000001.0000 Block _____

Subdivision: _____ Present Zoning: _____

Property Information: Address 1300 S. Francisco Street Clewiston FL 33440

Street boundaries: _____

Property boundaries lengths: (in feet) 44.46ac

Front _____ Right side: _____

Rear: _____ Left side: _____

Type of request: Appeal of Administrative Decision Special Exception

Other _____

Reason or need for request:

Fence off an additional 6-7ac for a few cows within the same PCN and adjacent to the portion already fenced to the west. Please note this is the same PCN as requested in May of 2021.

Please see attached map for clarity.

The following information and documentation has to be submitted with this application:

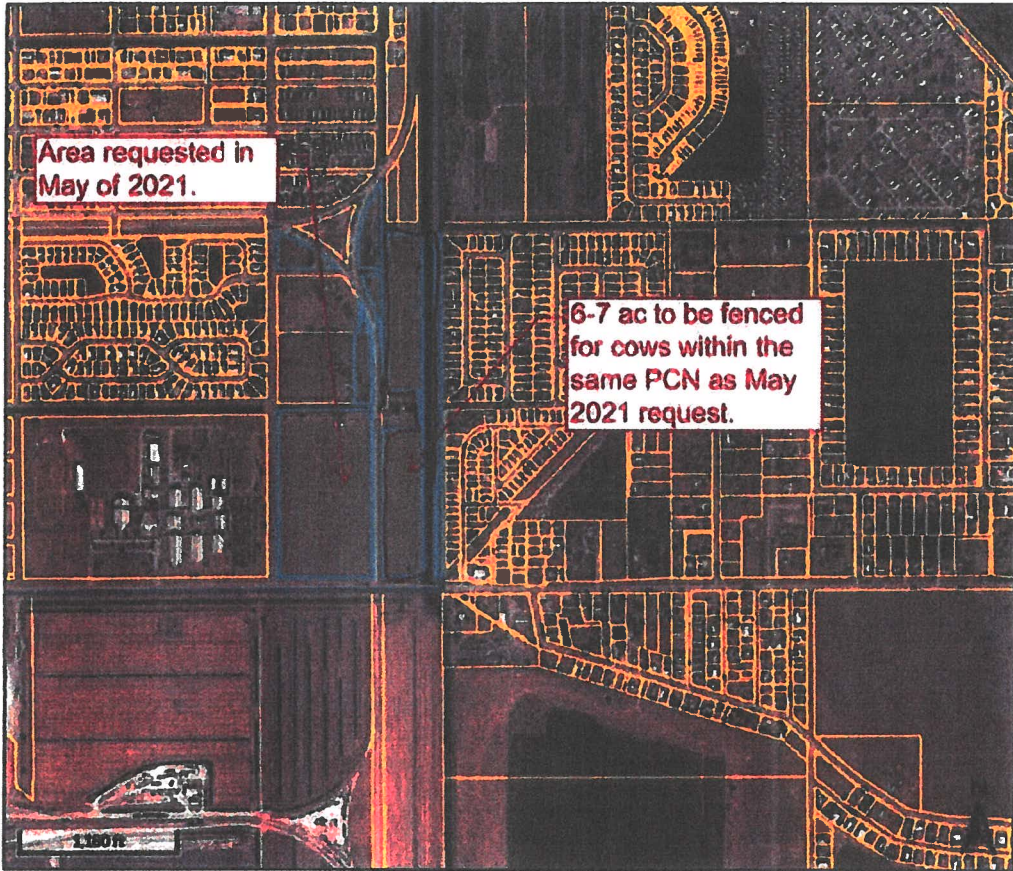
- Developed property: Provide a Plot (or site) plan which shows existing buildings, (with dimensions), and their distance from adjacent property lines. Indicate the area of your (proposed) new construction – or your reason for applying for a modification to the conforming uses allowed within your property's present Zoning classification.
- Undeveloped property: If the property is vacant, submit a Plot plan describing and/or illustrating what sort of changes or alterations, (to the current Zoning list of allowable uses), that you wish to make on the above described property.

Helpful tips: ✓ Most of the legal information needed can be found on your **mortgage survey**.
✓ A copy of your **mortgage survey** may also be used as a basis for your **Plot plan**

Signature of Owner or Agent _____ Date _____



Dena R. Pittman, CFA
Hendry County Property Appraiser



Overview



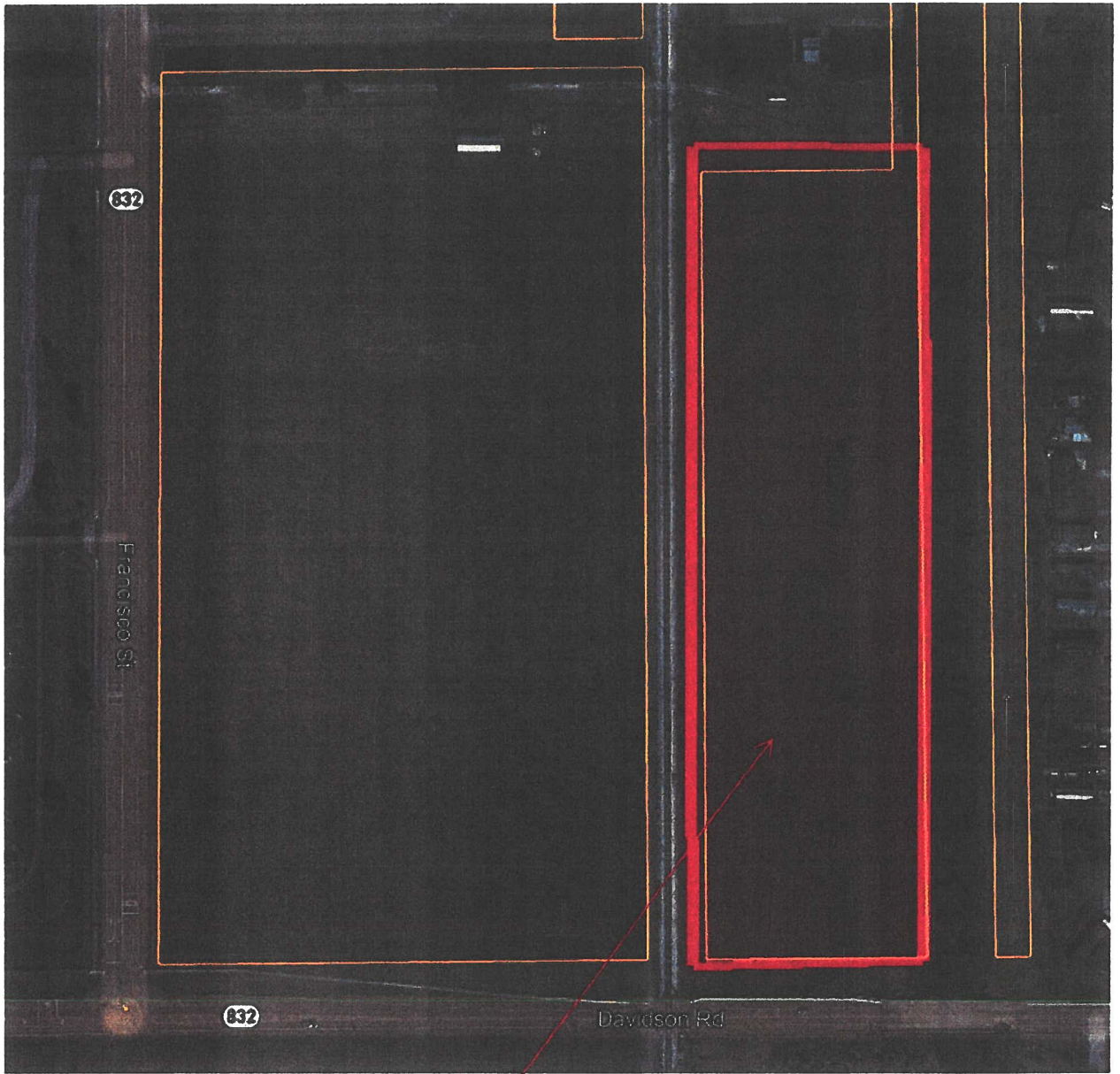
Legend

- 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

Parcel ID	3 34 43 15 A00 0001.0000	Prop ID	35592	Owner Address	US SUGAR CORP
Sec/Twp/Rng	15-43-34	Class	6140 - HAY		111 PONCE DE LEON AVE
Property Address	1300 S FRANCISCO ST CLEWISTON	Acreage	44.46		CLEWISTON, FL 33440
District	3				
Brief Tax Description	CLEWISTON S 1/2 OUTSIDE TOWNSITE EXC W 2525 FT EXCR/W + EXC BEG SE COR SEC 15-N 60 FT-W 1206.5 FT TO CEN FRANCISCO ST-N 1323.04 FT-W 40 FT TO POB-W 1769.5 FT-N 600 FT-E1769.57 FT-S 600 FT TO POB + EXC BEG E R/W FRANCISCO ST WITH S R/W OF BOSCEO AVE AS POB				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/2/2022
Last Data Uploaded: 4/29/2022 9:56:00 PM

Developed by Schneider
GEOSPATIAL



Area to be fenced



City of Clewiston
 121 Central Avenue
 Clewiston, FL 33440

Phone: 863-983-1500 863-983-1484
 Fax: 863-983-1430

Paid Receipt Summary

Page 1 of 1

DATE	5/18/2022
------	-----------

ACCOUNT :
United States Sugar Corp 111 Ponce De Leon Clewiston FL 33440 Phone: 863 983 8121

Date	Reference Number	Invoice Number	FeeCat	Description	Status	Amount
5/19/2022		22000212	001-0034-341200	Special Exception Fence Cattle	Paid	(-) 500.00

Date	InvoiceNum	Status	Payment	Amount
5/19/2022	22000212	Original Due		500.00
5/19/2022	22000212	Paid	Check 3056361	(-) 500.00

Total Paid	500.00
-------------------	---------------

Sec. 110-62. - Special exception.

The city commission may, as a special exception, authorize the use of lands, buildings or structures in a manner that is not otherwise permitted or appropriate generally within a zoning district, so long as that specially excepted use is controlled as to number, area, location and relation to the neighborhood such that it will not adversely affect the public health, safety, comfort, good order, appearance, convenience, morals and the general welfare of the community. In granting any such special exception, the city commission must find that such grant will not adversely affect the public interest. In addition, the city commission may prescribe appropriate conditions and safeguards and may also prescribe a reasonable time limit within which the action for which the special exception is requested shall be begun or completed, or both, as it may deem necessary to protect the public interests. Violation of such conditions, safeguards and time limitations, when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Code and may result in authorization for a specially excepted use to be withdrawn.

(Code 1982, § 24-24(f); Code 1999, § 110-61; Ord. No. 251, § 1, 7-21-1975; Ord. No. 76-9, § 2, 1-10-1977; Ord. No. 86-4, §§ 1, 2, 7-29-1986)

DIVISION 11. - I INDUSTRIAL DISTRICT

Sec. 110-429. - Purpose.

The intent of the I Industrial District is to provide for industry beyond simple assembly. The further intent is to encourage and facilitate the development of industrial enterprises in a setting conducive to public health; economic stability and growth; protection from blight and deterioration; nonindustrial encroachment; and efficient traffic movement including employee and truck traffic. The area, height, bulk and placement regulations, as well as use regulations, reflect the intent of the district. This district is primarily designed for limited range of industry and related uses. New residential development is excluded from this district, both to protect residences from an undesirable environment and to ensure the reservation of adequate areas for industrial development. In this district, consideration is given to including certain industries which, because of their character and methods of operation, are clean, quiet and can be properly buffered from a residential area by screening or as otherwise regulated on a transitional site.

(Code 1982, § 24-16(a); Code 1999, § 110-411; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(a)), 12-19-1994)

Sec. 110-430. - Permitted uses.

The uses permitted in the I Industrial District are as follows:

- (1) Any use permitted in the C district except, however, residential uses shall be allowed only as living quarters for an owner, manager or caretaker of a permitted use.
- (2) Asphalt and concrete mixing and product manufacture.
- (3) Automotive, boat and other vehicular paint and body shops.
- (4) Cold storage.
- (5) Contractor storage yard.
- (6) Outdoor sales establishments such as automobile and motorcycle sales, boat sales, display and sale of mobile homes and factory-manufactured housing units and/or travel trailers, recreational vehicles; and camper sales.
- (7) Commercial AM/FM radio, television microwave transmission and relay towers and accessory equipment and buildings.
- (8) Exterminator.
- (9) Incinerators.
- (10) Laundry and dry cleaning plants, bottling plants, and printing shops.
- (11) Light manufacturing such as dairy products, appliances, leather goods, electronic equipment, furniture and other similar activities.
- (12) Lumber and building supplies, heating and air conditioning, sheet metal works, welding, contractors and subcontractors shops and offices.
- (13) Metal fabrication.
- (14) Outdoor storage of equipment, raw materials, manufactured products and manufactured housing units.
- (15) Salvage yards and junkyards, in accordance with section 22-42 et seq.
- (16) Storage of gas and oil.

- (17) Transportation and multimode terminals.
- (18) Wholesale, warehousing, trucking, moving, storage and storage depots.
- (19) Woodworking.

(Code 1982, § 22-16(b); Code 1999, § 110-412; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(b)), 12-19-1994; Ord. No. 2000-03, pt. 1, 3-20-2000)

Sec. 110-431. - Open storage.

Where the city commission deems it necessary, any area within the I Industrial District used as open storage shall be completely enclosed by a fence or wall so as to protect surrounding property from debris damage caused by wind or storm.

(Code 1982, § 24-16(c); Code 1999, § 110-413; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(c)), 12-19-1994)

Sec. 110-432. - Transitional site.

The following uses, features, and activities shall not be permitted on a transitional site in the I Industrial District, so as to avoid incompatible off-site impacts for properties located in a residential district:

- (1) Uses and activities prohibited on transitional sites in the commercial district as set forth in section 110-396.
- (2) Uses and activities prohibited on a transitional site in the industrial district as follows:
 - a. Buildings or portions thereof housing machinery used for industrial operations which exudes perceptible processing odors or excessive noise. Noise levels shall not exceed 55 decibels measured three feet above grade at a common property line which is also a residential district boundary.
 - b. Parking and loading spaces, exclusive of access drives located within 25 feet of a residential district boundary.
 - c. Wall openings for windows and doors which comprise more than ten percent of the total exterior wall surface on any one face of a building including wall offsets, oriented toward an abutting residential district.
 - d. Outdoor storage.
 - e. Commercial radio, television, microwave transmission and relay stations and towers.

(Code 1999, § 110-414; Ord. No. 94-01, pt. 1(24-16(d)), 12-19-1994)

Sec. 110-433. - Prohibited uses.

Residential dwellings, except living quarters for an owner, manager, or caretaker, in conjunction with and incidental to a permitted use are prohibited in the I Industrial District.

(Code 1982, § 24-16(c); Code 1999, § 110-415; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(e)), 12-19-1994)

Sec. 110-434. - Lot and building requirements.

The principal building, accessory buildings and other land uses in the I Industrial District shall be located so as to comply with the following requirements:

(1) Minimum land area: 5,000 square feet.

(2) Minimum lot width at building line: 50 feet.

(Code 1982, § 24-16(d); Code 1999, § 110-416; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(f)), 12-19-1994)

Sec. 110-435. - Maximum height of building.

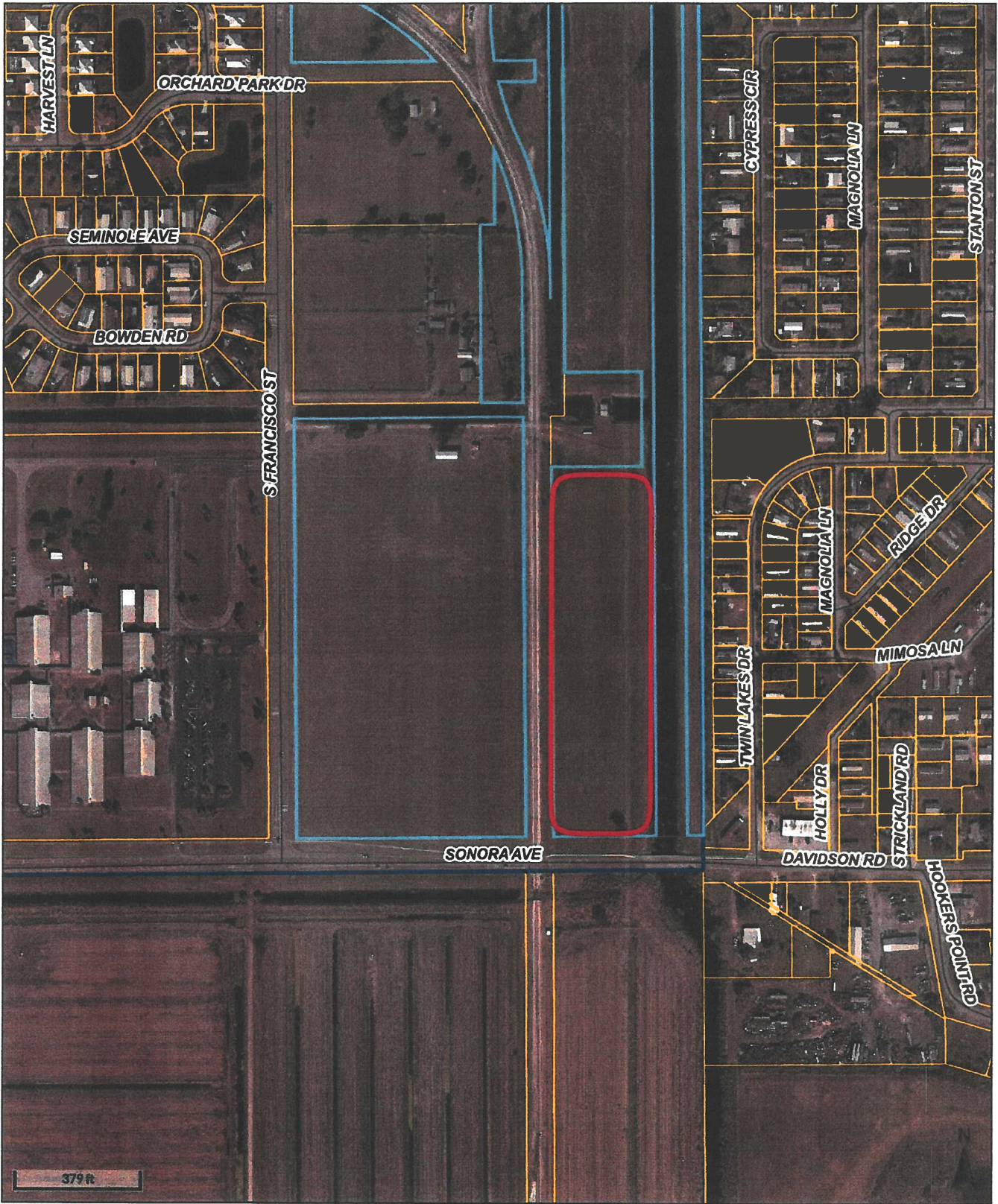
No building shall be more than 55 feet or three stories in height in the I Industrial District. Smokestacks, radio antennas, chimneys and similar structures are excluded from this restriction.

(Code 1982, § 24-16(e); Code 1999, § 110-417; Ord. No. 81-8, § 2, 9-21-1981; Ord. No. 94-01, pt. 1(24-16(g)), 12-19-1994; Ord. No. 2017-09, § 1, 5-15-2017)

Secs. 110-436—110-453. - Reserved.



Dena R. Pittman, CFA
Hendry County Property Appraiser



PROPERTY 35592 R COMM 10/25/2015
Legal Description
 CLEWISTON S 1/2 OUTSIDE TOWNSITE EXC W 2525 FT
 EXCR/W + EXC BEG SE COR SEC 15-N 60 FT-W 1206.5 FT
 TO CEN FRANCISCO ST-N 1323.04 FT-W 40 FT TO POB-W
 1769.5 FT-N 600 FT-E1769.57 FT-S 600 FT TO POB + EXC
 3 34 43 15 A00 0001.0000 Map ID: 7-15
SITUS 1300 S FRANCISCO ST CLEWISTON, FL 33440

OWNER ID: U S SUGAR CORP
 33922 111 PONCE DE LEON AVE
 CLEWISTON, FL 33440

DBA:

TAX AREA: 15
 35592

ACRES: 44.4600

APPR VAL METHOD: Cost
 SOH %: 0.00
 NSOH 54 %: 0.00
 NSOH 55 %: 100.00

IMPROVEMENT VALUE	1
LAND MARKET	+ 177,840
TOTAL MARKET VALUE	= 177,841
AG VALUE	= 13,037
PRODUCTIVITY LOSS	= 164,803
ASSESSED VALUE	= 13,038
EXEMPTION VALUE	=
TAXABLE VALUE	= 13,038

GENERAL			SKETCH INFORMATION			EXEMPTIONS				
UTILITIES	LAST APPR.	KR								
TOPOGRAGPHY	LAST APPR. YR	2020								
ROAD ACCESS	LAST INSP. DATE	11/21/2019								
ZONING CL-RM1	NEXT INSP. DATE									
PRIMARY USE 6140	# OF IMPRV	1								
NEXT REASON			PICTURE							
REMARKS										
BUILDING PERMITS										
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL						
04/02/2008	EL		I	1,200						
09/21/2007	EL		I	800						
SALES INFORMATION										
SALE DT	PRICE	GRANTOR	DEED INFO							

REGION:	SUBD:	NSHD: 304000.00 (100% SUBSET:	IMPROVEMENT VALUATION	LIVING AREA: 0	APPRSQFT: 0.00	SALESQFT:	0.00 B-USE: MISC																
#	TYPE	SHAPE	MTHD	CLASS/RUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE	
1	ELEC		4ISC	'*		100	0.00	0.00	1.0	1.00	1	2008	2008		1	73%	0%	0%	0%		0.73	1	
1	Miscellaneous Structures										1.0 (E2008)	Homesite	N		1								1
										Living Area: 0													

IMPROVEMENT FEATURES			
DESCRIPTION	UNITS	CODE	

REGION:	SUBD:	NSHD: 304000.00 (100% SUBSET:	LAND VALUATION	IRR Wells:	Capacity:	IRR Acres:	Oil Wells:						
LD DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	NS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ LAND	ADJ SRC	MKT VAL
1 HAY	CL-RM6140		0		SPECIAL	N	A	29.8300 AC	4,000.00	119,320	1.00	1.00 A	119,320
2 ROAD & CANAL	CL-RM6000		0		SPECIAL	N	A	14.6300 AC	4,000.00	58,520	1.00	1.00 A	58,520
Land Total								44.4600					177,840

PRODUCTIVITY VALUATION					
AG	ACRES	AG USE	AG TABLE	AG UNIT PRC	AG VALUE
Y	29.83	P	AG-ALL NON CITRUS	388.00	11,574
Y	14.63	P	AG-ALL NON CITRUS	100.00	1,463
					13,037

CITY OF CLEWISTON
121 CENTRAL AVENUE
CLEWISTON, FLORIDA 33440

TELEPHONE
863-983-1500

FACSIMILE
863-983-1430

May 20, 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 be allowed to fence in a portion of the property and place livestock on it, the property is located east of 1300 S. Francisco, it is indicated in red on the map attached.

A regular meeting of the Planning and Zoning Board is scheduled for **Wednesday June 1st, 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 the special exception.

The City Commission public hearing will be held on **Thursday June 23rd, 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 property requesting the special exception.

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

PUBLIC NOTICE

Notice is hereby given that the Planning and Zoning Board of the City of Clewiston, Florida, will hold a meeting on **Wednesday June 1, 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 **Thursday June 23, 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



Kevin Van
1010 Bayberry Loop
Clewiston, FL 33440

Board Public Instruction
PO BOX 1980
LaBelle, FL 33975

US Sugar
111 Ponce De Leon
Clewiston, FL 33440

Clewiston Drainage District
PO BOX 969
Belle Glade, FL 33430

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-042

1. **Background/History:** Resolution No. 2022-042 approves Hinterland Group Change Order No. 2 in the amount of \$23,330 to correct a typographical error on the June 21, 2021 contract which failed to include the \$23,330 funds for approved Alternate No. 1 regarding the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
2. **Financial Impact:** \$23,330
3. **Attachments:**
 - a. Resolution No. 2022-042
 - b. Change Order No. 2
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-042.

RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HINTERLAND GROUP, INC. CHANGE ORDER NO. 2 TO THE CONTRACT FOR EAST VENTURA AVENUE AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City approved a contract between Hinterland Group, Inc. and the City for construction services in connection with the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street on June 21, 2021; and

WHEREAS, the City approved Change Order No. 1 on December 20, 2021 for the additional labor and associated expenses for additional collection and treatment system construction; and

WHEREAS, Change Order No. 2 is needed to correct a typographical error on the contract which failed to include the \$23,330.00 funds for approved Alternative #1.

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

SECTION 1. The City Commission hereby approves the Change Order No. 2 to the Contract for East Ventura Avenue between Hinterland Group, Inc. and the City, and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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

CHANGE ORDER

No. **2**

DATE OF ISSUANCE 6-23-2022

EFFECTIVE DATE 6-23-2022

OWNER City of Clewiston
 CONSULTANT Hinterland Group, Inc.
 Contract East Ventura Avenue/ June 21, 2021 (Milling and Resurfacing)
 Project: East Ventura Avenue
 OWNER'S Contract No.: _____ CONSULTANT'S Contract No.: _____

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ \$23,330.00 to contract.

Reason for Change Order:

To correct a typographical error on the June 21st 2021 contract which failed to include the \$23,330.00 funds for approved alternative #1.

Attachments: Exhibit A – Unit Cost Breakdown

Cost proposal submitted by Hinterland Group, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>848,664.88</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>397,000.00</u>
Contract Price prior to this Change Order: \$ <u>1,245,664.88</u>
Net increase of this Change Order: \$ <u>23,330.00</u>
Contract Price with all approved Change Orders: \$ <u>1,268,994.88</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>165</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>90</u> Ready for final payment: <u>90</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>210</u> Ready for final payment: <u>255</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>210</u> Ready for final payment: <u>255</u> (days)

RECOMMENDED:
 HINTERLAND GROUP, INC.
 By: _____
 CONTRACTOR (Authorized Signature)

APPROVED:
 CITY OF CLEWISTON
 By: _____
 OWNER (Authorized Signature)
 Kristine Petersen, Mayor

Date: _____

Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-043

1. **Background/History:** Resolution No. 2022-043 approves Hinterland Group Change Order No. 3 in the amount of \$900.00 for time lost due to required utility adjustments with CenturyLink/Lumen communication lines located at the S-35 drainage structure for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
2. **Financial Impact:** \$900
3. **Attachments:**
 - a. Resolution No. 2022-043
 - b. Change Order No. 3
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-043.

RESOLUTION NO. 2022-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HINTERLAND GROUP, INC. CHANGE ORDER NO. 3 TO THE CONTRACT FOR EAST VENTURA AVENUE AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City approved a contract between Hinterland Group, Inc. and the City for construction services in connection with the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street on June 21, 2021; and

WHEREAS, the City approved Change Order No. 1 on December 20, 2021 for the additional labor and associated expenses for additional collection and treatment system construction; and

WHEREAS, Change Order No. 3 is needed for time lost due to required utility adjustments with CenturyLink/Lumen communication lines located at the S-35 drainage structure.

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

SECTION 1. The City Commission hereby approves the Change Order No. 3 to the Contract for East Ventura Avenue between Hinterland Group, Inc. and the City, and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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

CHANGE ORDER

No. **3**

DATE OF ISSUANCE 6-23-2022

EFFECTIVE DATE 6-23-2022

OWNER City of Clewiston

CONSULTANT Hinterland Group, Inc.

Contract East Ventura Avenue/ June 21, 2021 (Milling and Resurfacing)

Project: East Ventura Avenue

OWNER'S Contract No.: _____ CONSULTANT's Contract No.: _____

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ \$900.00 to contract.

Reason for Change Order:

Time lost due to required utility adjustments with CenturyLink/Lumen communication lines located at the S-35 drainage structure

Attachments: Exhibit A – Unit Cost Breakdown

Cost proposal submitted by Hinterland Group, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>848,664.88</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>2</u> : \$ <u>420,330.00</u>
Contract Price prior to this Change Order: \$ <u>1,268,994.88</u>
Net increase of this Change Order: \$ <u>900.00</u>
Contract Price with all approved Change Orders: \$ <u>1,269,894.88</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>165</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>90</u> Ready for final payment: <u>90</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>210</u> Ready for final payment: <u>255</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>1</u> Ready for final payment: <u>1</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>211</u> Ready for final payment: <u>256</u> (days)

RECOMMENDED:
HINTERLAND GROUP, INC.
By: _____
CONTRACTOR (Authorized Signature)

APPROVED:
CITY OF CLEWISTON
By: _____
OWNER (Authorized Signature)
Kristine Petersen, Mayor

Date: _____

Date: _____



Change Order Proposal

To: JOHNSON ENGINEERING, INC.
Attn: Alfredo Perez, P.E., P.S.M.
 2122 Johnson Street
 Fort Myers, FL 33901
ap@johnsoneng.com

Date: April 25, 2022
Revised:
Proposal No: 003
HG Project No: 21-0145-00

Project: Clewiston - E. Ventura Ave. Improvements

Description:

Change order for adjustments to (S-35) due to Centurylink / Lumens inability to follow through with their relocations

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time (Days)
	Crew Time	2	Hr	\$450.00	\$900.00	1

Qualifications:

- Removal of unknown obstructions not included.
- Removal of unknown conflicts not included.
- Permits and permit fees not included.
- Delays due to inspections not included.
- Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
- Electronic locating services of any kind are not included.
- Asphalt Restoration will be based on the number of locations required.

Total:	\$900.00	1
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Accepted By: _____

Accepted Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-044

1. **Background/History:** Resolution No. 2022-044 approves Hinterland Group Change Order No. 4 in the amount of \$900.00 for time lost due to exploratory excavation to locate CenturyLink/Lumen communication lines located at the S-58 drainage structure for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
2. **Financial Impact:** \$900
3. **Attachments:**
 - a. Resolution No. 2022-044
 - b. Change Order No. 4
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-044.

RESOLUTION NO. 2022-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HINTERLAND GROUP, INC. CHANGE ORDER NO. 4 TO THE CONTRACT FOR EAST VENTURA AVENUE AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City approved a contract between Hinterland Group, Inc. and the City for construction services in connection with the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street on June 21, 2021; and

WHEREAS, the City approved Change Order No. 1 on December 20, 2021 for the additional labor and associated expenses for additional collection and treatment system construction; and

WHEREAS, Change Order No. 4 is needed for time lost due to exploratory excavation to locate CenturyLink/Lumen communication lines located at the S-58 drainage structure.

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

SECTION 1. The City Commission hereby approves the Change Order No. 4 to the Contract for East Ventura Avenue between Hinterland Group, Inc. and the City, and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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

CHANGE ORDER

No. **4**

DATE OF ISSUANCE 6-23-2022

EFFECTIVE DATE 6-23-2022

OWNER City of Clewiston

CONSULTANT Hinterland Group, Inc.

Contract East Ventura Avenue/ June 21, 2021 (Milling and Resurfacing)

Project: East Ventura Avenue

OWNER'S Contract No.: _____ CONSULTANT's Contract No.: _____

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ \$900.00 to contract.

Reason for Change Order:

Time lost due to explorer excavation to locate CenturyLink/Lumen communication lines located at the S-58 drainage structure

Attachments: Exhibit A – Unit Cost Breakdown

Cost proposal submitted by Hinterland Group, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>848,664.88</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>3</u> : \$ <u>421,230.00</u>
Contract Price prior to this Change Order: \$ <u>1,269,894.88</u>
Net increase of this Change Order: \$ <u>900.00</u>
Contract Price with all approved Change Orders: \$ <u>1,270,794.88</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>165</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>91</u> Ready for final payment: <u>91</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>211</u> Ready for final payment: <u>256</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>1</u> Ready for final payment: <u>1</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>212</u> Ready for final payment: <u>257</u> (days)

RECOMMENDED:
HINTERLAND GROUP, INC.

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:
CITY OF CLEWISTON

By: _____
OWNER (Authorized Signature)
Kristine Petersen, Mayor

Date: _____

EXHIBIT A - CHANGE ORDER NO. 4

Unit Cost Breakdown

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	Crew Time	HR	2	\$450.00	\$900.00
TOTAL AGREEMENT:					\$900.00



Change Order Proposal

To: JOHNSON ENGINEERING, INC.
Attn: Alfredo Perez, P.E., P.S.M.
 2122 Johnson Street
 Fort Myers, FL 33901
ap@johnsoneng.com

Date: May 10, 2022
Revised:
Proposal No: 004
HG Project No: 21-0145-00

Project: Clewiston - E. Ventura Ave. Improvements

Description:

Change order for exploratory excavation to (S-58) due to Centurylink / Lumens inability to follow through with their relocations

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time (Days)
	Crew time	2	HR	\$450.00	\$900.00	1
					\$0.00	

Qualifications:

- Removal of unknown obstructions not included.
- Removal of unknown conflicts not included.
- Permits and permit fees not included.
- Delays due to inspections not included.
- Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
- Electronic locating services of any kind are not included.
- Asphalt Restoration will be based on the number of locations required.

Total:	\$900.00	1
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Accepted By: _____

Accepted Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 7
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-045

- 1. Background/History:** Resolution No. 2022-045 approves Hinterland Group Change Order No. 5 in the amount of \$5,400.00 for the alteration to proposed stormwater pipe invert elevation due to WM conflict for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
- 2. Financial Impact:** \$5,400
- 3. Attachments:**
 - a. Resolution No. 2022-045
 - b. Change Order No. 5
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-045.

RESOLUTION NO. 2022-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HINTERLAND GROUP, INC. CHANGE ORDER NO. 5 TO THE CONTRACT FOR EAST VENTURA AVENUE AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City approved a contract between Hinterland Group, Inc. and the City for construction services in connection with the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street on June 21, 2021; and

WHEREAS, the City approved Change Order No. 1 on December 20, 2021 for the additional labor and associated expenses for additional collection and treatment system construction; and

WHEREAS, Change Order No. 5 is needed for the alteration to proposed stormwater pipe invert elevation due to WM conflict.

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

SECTION 1. The City Commission hereby approves the Change Order No. 5 to the Contract for East Ventura Avenue between Hinterland Group, Inc. and the City, and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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

CHANGE ORDER

No. **5**

DATE OF ISSUANCE 6-23-2022

EFFECTIVE DATE 6-23-2022

OWNER City of Clewiston
 CONSULTANT Hinterland Group, Inc.
 Contract East Ventura Avenue/ June 21, 2021 (Milling and Resurfacing)
 Project: East Ventura Avenue
 OWNER'S Contract No.: _____ CONSULTANT'S Contract No.: _____

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ \$5,400.00 to contract.

Reason for Change Order:

Alteration to proposed stormwater pipe invert elevation due to WM conflict. Field adjustments were performed and billed under T&M.

Attachments: Exhibit A – Unit Cost Breakdown

Cost proposal submitted by Hinterland Group, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>848,664.88</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>4</u> : \$ <u>422,130.00</u>
Contract Price prior to this Change Order: \$ <u>1,270,794.88</u>
Net increase of this Change Order: \$ <u>5,400.00</u>
Contract Price with all approved Change Orders: \$ <u>1,276,194.88</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>165</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>92</u> Ready for final payment: <u>92</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>212</u> Ready for final payment: <u>257</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>2</u> Ready for final payment: <u>2</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>214</u> Ready for final payment: <u>259</u> (days)

RECOMMENDED:
 HINTERLAND GROUP, INC.
 By: _____
 CONTRACTOR (Authorized Signature)

APPROVED:
 CITY OF CLEWISTON
 By: _____
 OWNER (Authorized Signature)
 Kristine Petersen, Mayor

Date: _____

Date: _____



Change Order Proposal

To: JOHNSON ENGINEERING, INC.
Attn: Alfredo Perez, P.E., P.S.M.
 2122 Johnson Street
 Fort Myers, FL 33901
ap@johnsoneng.com

Date: April 28, 2022
Revised:
Proposal No: 005
HG Project No: 21-0145-00

Project: Clewiston - E. Ventura Ave. Improvements

Description:

Change in invert el and conflict with WM. Adjustments in field were done and billed under T&M. See below breakdown of pipe installed/removed and adjusted to

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time (Days)
	Crew time install and remove	4	HR	\$450.00	\$1,800.00	1
					\$0.00	
	Crew time reinstall pipe under WM & mud each joint	8	HR	\$450.00	\$3,600.00	1

Qualifications:

- Removal of unknown obstructions not included.
- Removal of unknown conflicts not included.
- Permits and permit fees not included.
- Delays due to inspections not included.
- Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
- Electronic locating services of any kind are not included.
- Asphalt Restoration will be based on the number of locations required.

Total:	\$5,400.00	1
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Accepted By: _____

Accepted Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 8
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-046

1. **Background/History:** Resolution No. 2022-046 approves Hinterland Group Change Order No. 6 in the amount of \$21,942.35 for the addition of 90 degree elbows to the existing 4” and 2” WM to deflect under the proposed stormwater pipe and the addition of a tee fitting and gate valve for the adjacent fire hydrant for the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street Project.
2. **Financial Impact:** \$21,942.35
3. **Attachments:**
 - a. Resolution No. 2022-046
 - b. Change Order No. 6
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-046.

RESOLUTION NO. 2022-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HINTERLAND GROUP, INC. CHANGE ORDER NO. 6 TO THE CONTRACT FOR EAST VENTURA AVENUE AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City approved a contract between Hinterland Group, Inc. and the City for construction services in connection with the East Ventura Roadway Rehabilitation from South Deane Duff Avenue to South Francisco Street on June 21, 2021; and

WHEREAS, the City approved Change Order No. 1 on December 20, 2021 for the additional labor and associated expenses for additional collection and treatment system construction; and

WHEREAS, Change Order No. 6 is needed for the addition of 90 degree elbows to the existing 4" and 2" WM to deflect under the proposed stormwater pipe and the addition of a tee fitting and gate valve for the adjacent fire hydrant.

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

SECTION 1. The City Commission hereby approves the Change Order No. 6 to the Contract for East Ventura Avenue between Hinterland Group, Inc. and the City, and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 23rd day of June, 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

CHANGE ORDER

No. **6**

DATE OF ISSUANCE 6-23-2022

EFFECTIVE DATE 6-23-2022

OWNER City of Clewiston

CONSULTANT Hinterland Group, Inc.

Contract East Ventura Avenue/ June 21, 2021 (Milling and Resurfacing)

Project: East Ventura Avenue

OWNER'S Contract No.: _____ CONSULTANT's Contract No.: _____

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ \$21,942.35 to contract.

Reason for Change Order:

Add 90 degree elbows to the existing 4" and 2" WM to deflect under the proposed stormwater pipe. Also, add a Tee fitting and gate valve for the adjacent fire hydrant.

Attachments: Exhibit A – Unit Cost Breakdown

Cost proposal submitted by Hinterland Group, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>848,664.88</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>5</u> : \$ <u>427,530.00</u>
Contract Price prior to this Change Order: \$ <u>1,276,194.88</u>
Net increase of this Change Order: \$ <u>21,942.35</u>
Contract Price with all approved Change Orders: \$ <u>1,298,137.23</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>165</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>94</u> Ready for final payment: <u>94</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>214</u> Ready for final payment: <u>259</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>10</u> Ready for final payment: <u>10</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>224</u> Ready for final payment: <u>269</u> (days)

RECOMMENDED:
HINTERLAND GROUP, INC.
By: _____
CONTRACTOR (Authorized Signature)

APPROVED:
CITY OF CLEWISTON
By: _____
OWNER (Authorized Signature)
Kristine Petersen, Mayor

Date: _____

Date: _____

EXHIBIT A - CHANGE ORDER NO. 6

Unit Cost Breakdown

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	Crew Time	HR	12	\$450.00	\$5,400.00
2	Exploratory Investigation	HR	4	\$450.00	\$1,800.00
3	4" 90s	EA	4	\$149.00	\$596.00
4	4" DIP	LF	8	\$120.63	\$965.00
5	4"x4" Tee and 6"x4" Reducer	EA	1	\$358.00	\$358.00
6	6" Gate Valve	EA	1	\$1,258.00	\$1,258.00
7	4" Gate Valve	EA	1	\$1,059.00	\$1,059.00
8	4" Line Stops	EA	2	\$3,200.00	\$6,400.00
9	4" Bell Restraints	EA	2	\$55.00	\$110.00
10	2" PVC 90s	EA	4	\$7.50	\$30.00
11	2" SCH 80 Pipe	LF	8	\$52.83	\$422.65
12	Material Tax			7%	\$783.91
13	Overhead			15%	\$2,759.80
TOTAL AGREEMENT:					\$21,942.35



Change Order Proposal

To: JOHNSON ENGINEERING, INC.
Attn: Alfredo Perez, P.E., P.S.M.
 2122 Johnson Street
 Fort Myers, FL 33901
ap@johnsoneng.com

Date: May 20, 2022
Revised: May 25, 2022
Proposal No: 006
HG Project No: 21-0145-00

Project: Clewiston - E. Ventura Ave. Improvements

Description:

Add 90 degree elbows to existing 4" and 2" water mains in order to have them go below proposed storm line. Add a Tee and Gate Valve for the fire hydrant. See below for breakdown of adjustments to accommodate the conflict.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time (Days)
	Crew time for installation	12	HR	\$450.00	\$5,400.00	8
	Crew time for exploratory investigation of unknown 2" conduit	4	HR	\$450.00	\$1,800.00	2
	4" 90s	4	EA	\$149.00	\$596.00	
	4" DIP	8	LF	\$120.63	\$965.00	
	4"x4" Tee and 6"x4" Reducer	1	EA	\$358.00	\$358.00	
	6" Gate Valve	1	EA	\$1,258.00	\$1,258.00	
	4" Gate Valve	1	EA	\$1,059.00	\$1,059.00	
	4" Line Stops	2	EA	\$3,200.00	\$6,400.00	
	4" Bell Restraints	2	EA	\$55.00	\$110.00	
	2" PVC 90s	4.00	EA	\$7.50	\$30.00	
	2" SCH 80	8.00	LF	\$52.83	\$422.65	

Qualifications:

- Removal of unknown obstructions not included.
- Removal of unknown conflicts not included.
- Permits and permit fees not included.
- Delays due to inspections not included.
- Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
- Electronic locating services of any kind are not included.
- Asphalt Restoration will be based on the number of locations required.

Sub Total:	\$18,398.65	10
Material Tax - 7%:	\$783.91	
Overhead - 15%:	\$2,759.80	
Total:	\$21,942.35	

Accepted By: _____ Accepted Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 9
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-047

1. **Background/History:** Resolution No. 2022-047 approves the Contract and 1st Amendment to the Contract for Bridge Over C-21 Canal, dated May 6th, 2022, between Zep Construction, Inc. (ZEP) and the City of Clewiston, FL (City) for construction services in connection with the Bridge Over C-21 Canal Project.

The City Commission approved the award of the project to Zep and authorized the Mayor to sign the contract pending approval of the contract by the Florida Department of Transportation (FDOT) on March 21, 2022. After approval by FDOT and execution by the City, Zep added language to Section 10 of the contract relating to the potential concrete supply issue that was noted during the bidding process, in the pre-con meeting and in their proposal under attachment G. Because FDOT had already approved the agreement language when it was executed by the City in March, 2022, the language that was added to the agreement executed by Zep has been removed and is included in the 1st Amendment.

2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2022-047
 - b. Contract for Bridge Over C-21 Canal
 - c. 1st Amendment to the Contract for Bridge Over C-21 Canal
 - d. Attachment G
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-047.

RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CONTRACT AND 1ST AMENDMENT TO THE CONTRACT FOR BRIDGE OVER C-21 CANAL, DATED MAY 6TH 2022, BETWEEN ZEP CONSTRUCTION, INC. AND THE CITY OF CLEWISTON, FL FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE BRIDGE OVER C-21 CANAL PROJECT.

WHEREAS, on March 21, 2022, the City Commission adopted Resolution No. 2022-013 approving the award of construction services in connection with the Bridge over C-21 Canal to Zep Construction, Inc. (Zep), and authorizing the Mayor to execute the contract on behalf of the City pending approval by the Florida Department of Transportation (FDOT); and

WHEREAS, after approval of the contract by FDOT and executed by the City, Zep added language to Section 10 of the contract relating to the potential concrete supply issue that was noted during the bidding process, in the pre-con meeting and in Zep's proposal under attachment G; and

WHEREAS, because the agreement language was already approved by FDOT when it was executed by the City in March of 2022, the language that was added to the agreement executed by Zep Construction has been removed and is included in the 1st Amendment.

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 Contract and 1st Amendment to the Contract for Bridge Over C-21 Canal.

PASSED AND ADOPTED in open session this 23rd day of June, 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

CONTRACT FOR BRIDGE OVER C-21 CANAL

This Contract is made this day of May ____, 2022, by and between City of Clewiston, a political subdivision of the State of Florida, 115 West Ventura Avenue, Clewiston, Florida 33440, hereinafter, called "City", and Zep Construction, Inc., hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish services for the construction of Bridge over C-21 Canal, located in Clewiston, Florida, in Hendry County, in a manner consistent with industry standards and applicable laws, codes, and customs according to the terms, conditions, plans, specifications, and other requirements set forth herein and as specified or indicated in the invitation to Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01 and Addendums thereto, attached as Composite Exhibit "A", and Contractor's bid or quote, attached hereto as Exhibit "B", hereinafter referred to as the "Project". Contractor shall furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Project described herein.

2. Contractor Qualified: Contractor represents and warrants that it is fully qualified to perform the services called for hereunder and possesses all State and local licenses necessary to perform the services called for hereunder. Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed, and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract.

3. Time: Contract time shall commence upon the date of commencement provided in the Notice to Proceed (NTP) or, if the date of commencement is not provided in the NTP, upon the date of Contractor's receipt of the Notice to Proceed (NTP). The Contractor shall be expected to commence construction within sixty (60) calendar days after the date of commencement, be substantially completed within four hundred twenty (420) calendar days after the sixty (60) days from the date of commencement and reach final completion within thirty (30) calendar days after Substantial Completion, a total of five hundred ten (510) days, the Contract Time. The Contractor will reach final completion in accordance with the time frames set forth in Section 7. Time is of the essence of this Contract. The liquidated damages specified in Section 22 hereinbelow will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth herein or such amended time as may be granted by the City in writing.

4. Surety Bonds: Contractor shall furnish separate performance and payment bonds to City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Contractor shall incorporate by reference the terms of the Contract as fully as though

they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to City and shall be executed by surety, or sureties, reasonably acceptable to City. Such bonds must conform with Section 255.05, Florida Statutes, and must remain in full force and effect for 12 months following the Project Final Completion date.

5. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the Project for the total sum of \$4,151,578.37, said amount being the total of the unit prices. The Contract price shall not be increased in the total amount stated herein without a written change order executed by the City, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

6. No General Obligation: In no event shall any obligation of the City under this Contract be or constitute a pledge of the ad valorem taxing power of the City within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

7. Payment: Periodic Monthly Payments will be made by the City from invoices submitted to the City of Clewiston, 115 W. Ventura Avenue, Clewiston, Florida 33440, as provided in the Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01. Retainage of ten percent (10%) will be withheld from all progress payments. When the Project is substantially complete, Contractor shall so notify the City Engineer or his designated representative in writing. As used herein "substantial completion" means that all improvements depicted on the plans for the Project are complete and the improvements are ready for use. City will then make final inspection of the work within ten (10) days after receipt of the notice and develop a list of items required to render the Project complete, satisfactory, and acceptable. The list shall be delivered to Contractor within five (5) days after the inspection was completed. Contractor shall correct the items on the list within thirty (30) days after delivery of the list and notify City when the corrections have been completed. City will then issue payment, provided that the following requirements have been met:

- A. The work was completed in accordance with the Contract.
- B. If a payment bond was provided, provision of Consent of Surety to final payment. If a payment bond was not provided, provision of an affidavit by Contractor identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and provision of separate

releases of lien or lien waivers in form acceptable to City from each subcontractor, laborer, or equipment or material supplier; and

- C. Provision of all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein as a part of or prior to Project closeout.

8. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use or occupancy of the Project by City, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by City, (2) prior to making of any payment to Contractor, or (3) before City's occupancy of the Project.

9. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the City's property or suits brought against the City. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the City or otherwise file a claim against the City, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the City resulting from the filing of any lien or claim.

10. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

- A. This Contract.
- B. Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01 and Addendums thereto.
- C. Contractor's Response to Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01.

In the event of inconsistency or ambiguity among any of the Contract Documents, the documents shall control the others in the above order of priority.

11. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$5,000,000. Products and completed operations aggregate shall be no less than \$5,000,000. CGL insurance shall be written on an occurrence form and shall include

bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least \$3,000,000 each occurrence for bodily injury and property damage liability arising out of any auto (including owned, hired, and non-owned autos). Contractual liability coverage shall be provided.

C. Workers Compensation: Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Builder's Risk/Installation Floater: The Contractor shall acquire Builder's Risk or Installation Floater Insurance upon the Project, as appropriate, in the amount of the cost of the materials delivered to the job site for the benefit of the City. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete this Project.

E. Certificates of Insurance: City of Clewiston must be named as an additional insured on the CGL and Business Automobile Liability insurance policies. Contractor must provide valid certificates of insurance to the City for all policies. Contractor will be required to provide the City, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification, or non-renewal of the policies.

12. Complete Agreement: This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations, or agreements by and between the parties.

13. Assignment: This Contract may not be assigned except at the prior written consent of City, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

14. Statutory Disclosures:

A. Solicitation of Contract: Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to

solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Contract.

B. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

C. Activities in Certain Countries: This Contract may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

15. RESERVED

16. Administration of Contract: The City Engineer, or his designated representative, shall administer this Contract for the City. No change in the Contract scope or payment shall be valid without the prior written approval of the Board of City Commissioners.

17. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

18. Governing Law: This Agreement has been negotiated by the City and the Contractor and this Agreement, including the exhibits, shall not be deemed to have been prepared by either the City or the Contractor, and each of them shall be deemed to have participated equally in the preparation hereof. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

19. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

20. Indemnity: For and in consideration of receipt of \$10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 5, Contractor shall indemnify and hold harmless City and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

21. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by the willful or negligent acts of the Contractor, or of its subcontractors. The Contractor's obligation under this section does not apply to property damage caused by any other Contractor engaged directly by the City. The City reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses.

22. Liquidated Damages: Liquidated damages in the amount of \$2,811 per day shall be paid by the Contractor for each day the work extends beyond the period of completion as set forth herein. The parties specifically agree that this amount is not a penalty, but is an amount reasonably calculated to reimburse the City for its damages suffered by a delay in the completion of this Project. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in substantial completion. When City reasonably believes that substantial completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving substantial completion, or any part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld, but beyond the time period for which liquidated damages are applicable.

23. Terms and Conditions of Claims: Claims by Contractor against City are subject to the terms and conditions of Sections 23-34, and strict compliance herewith shall be a condition precedent to any liability of City therefor.

24. Notice of Claim: All Contractor claims, disputes and other matters in question against City arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to City. Such written notice of claim shall be received by City no later than seven (7) days after the event, or the first appearance of the circumstances, causing the

claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Contractor agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

25. Documentation in Support of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Contractor shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

26. Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, Contractor shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim, dispute or other matter; (3) the date Contractor discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. Contractor shall submit other information or documents to City within ten (10) days after written request by City. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by City within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time extension related thereto.

27. Continuous Duty to Provide Documentation: Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.

28. Duty to Continue Performance: Contractor and City shall continue its performance hereunder regardless of the existence of any claims submitted by Contractor.

29. Differing Site Conditions: In the event Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by Contractor's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to City having any liability to Contractor due to concealed and unknown conditions, Contractor must give City written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of Contractor to give the written notice and make the claim as provided by this Section constitutes a waiver by Contractor of any rights arising out of or relating to such concealed and unknown condition including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.

30. Claims for Increase in Contract Price: In the event Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of City therefor, Contractor shall strictly comply with the requirements of Section 24 above and such notice shall be given by Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim for additional compensation.

31. Limit of City's Liability for Increased Costs: In connection with any claim by Contractor against City for compensation in excess of the Contract Price, any liability of City (1) shall be strictly limited to direct cost actually and reasonably incurred by Contractor in accordance with the provisions regarding changes in the Contract Price as set forth in Section 5 and (2) shall in no event include indirect, consequential, impact or other costs, expenses or damages of Contractor or its subcontractors. City shall not be liable to Contractor for claims of third parties, including subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City's liability to Contractor for any loss or damage resulting from claims of third parties, including subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such subcontractor's claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Contract. City shall not be liable to Contractor for claims of third parties including subcontractors, unless and until the liability of Contractor therefor has been established in a court of competent jurisdiction.

32. Claims for Increase in Contract Time: If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by City or someone acting in City's behalf, or by changes ordered in the services or the work, unusually bad weather not reasonably anticipatable, or fire or other Acts of God, then the date for completion shall, subject to the provisions of Section 33 below, be appropriately adjusted by City upon the written notice and claim of Contractor to City for such reasonable time as City may determine. A task is critical within the meaning of this Section if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Contractor shall strictly comply with the requirements of Section 24 above and such notice shall be given by Contractor before proceeding to execute any additional or changed services or work. If Contractor fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim.

33. City's Right to Deny Claimed and Appropriate Time Extensions, in Whole or in Part: Contractor acknowledges and agrees that Substantial Completion of the Work by or before the scheduled completion date is of substantial importance to City.

A. In the event that Contractor is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Section 32 above, City shall have the right

in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Contractor provided within seven (7) days of receipt of Contractor's claim. Should City deny CONTRACTOR's claim for an extension of Contract Time under this Subsection A, either in whole or in part, Contractor shall proceed to prosecute the work in such a manner as to achieve completion on or before the then existing scheduled completion date.

B. In the event that City exercises its rights under Subsection 33.A above, such action shall be deemed to constitute a change order under Section 5 and any change in the Contract Price shall be determined in accordance therewith.

34. Claims Resolved by Change Order: The resolution of any claim under Sections 23-34 shall be reflected by a change order executed by City and Contractor.

35. Use of Wood in Project: Contractor shall utilize lumber, timber and other forest products produced and manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness and quality are equal. This requirement does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

36. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws of the State of Florida and the United States of America.

37. Site Safety and Security: Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the work, stored materials, and temporary structures located on the premises. Contractor shall at all times safeguard City's property and employees and citizens from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished work and that of the adjacent property and all adjacent work from damage.

38. Cleaning the Site: Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

39. Termination: This Contract may be terminated by the City for its convenience,

effective upon receipt of written notice by Contractor or five (5) days after mailing by City, whichever comes first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination, upon provision of the documents described in Section 7.B.

40. Default by Contractor:

A. If Contractor does not perform the work, or any part thereof, in a timely manner, in accordance with the specifications hereof or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the Contract Price exceeds the costs of finishing the work, including compensation for City's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to City. This obligation for payment shall survive the termination of the Contract.

41. Right to Stop Work: In the event Contractor fails or refuses to perform the work in strict accordance with the Contract or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the work may resume.

42. Owner's Right to Perform Work: In the event City issues instructions to stop work pursuant to Section 41 above, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in performing such work.

43. Rights and Remedies: The rights set forth in Sections 40 - 42 are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the right to pursue court action for breach of contract.

44. Nonaction on Failure to Observe Provisions of this Agreement. The failure of the City or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement or any exhibit or any other Agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or the Contractor

may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition, or provision.

45. Warranty: Contractor shall warrant the Project against malfunction or failure for a period of one year from completion of the Project. During this period, Contractor shall perform any necessary repairs at its expense, including materials, equipment, parts, and labor. Contractor shall provide the City with copies of any manufacturer warranties that extend beyond one year.

46. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared, or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

- (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 Florida Statutes 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 to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All 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 KATHY COMBASS AT (863) 983-1484, EXTENSION 105, KATHY.COMBASS@CLEWISTON-FL.GOV OR 115 W. VENTURA AVENUE, CLEWISTON, FLORIDA 33440.

47. E-Verify: The City will not intentionally award contracts to any contractor who

knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act (“INA”). The City shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by the City.

(a) Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and

(b) Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

(c) Contractor shall comply with Fla. Stat. 448.095(2).

48. No Obligation to Third Parties: No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Contract shall be deemed to contemplate either party as a partner, agent, or representative of the other party. The parties specifically intend that no third party have any rights hereunder.

49. Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

50. Suspended or Debarred Vendors: The City does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the City Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the City as agents, representatives, subcontractors, or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

51. General Requirements: The contractor and subcontractors to comply with all terms and conditions of the State-Funded Agreement and all federal, state, and local laws and regulations applicable to this Project.

52. Design and Construction Standards and Required Approvals: The Contractor shall adhere to the Conflict of Interest Procedure for State Funded Grant Programs: CONFLICT OF INTEREST PROCEDURE FOR SCRAP, SCOP, AND CIGP GRANT PROJECTS (FDOT Topic No. 750-000-002).

53. State Single Audit: The City shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Florida Department of Transportation, or its designee, DFS or the Auditor General access to such records upon request. The City shall ensure that the audit working papers are made available to the Florida Department of Transportation, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Florida Department of Transportation.

54. Indemnification and Insurance:

- A.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The City guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- B.** To the extent provided by law, the Contractor 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 Contractor, 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 Contractor 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 Contractor 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.

55. Miscellaneous: The City agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes (Inspector General Cooperation).

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:

CITY OF CLEWISTON

Mary K. Combass,
City Clerk

Kristine Petersen, Mayor

ZEP CONSTRUCTION, INC.

By: _____

Printed Name and Title

The remainder of this page is intentionally left blank.

**1ST AMENDMENT TO THE CONTRACT FOR BRIDGE OVER C-21 CANAL, DATED MAY 6TH 2022,
BETWEEN ZEP CONSTRUCTION, INC. AND THE CITY OF CLEWISTON, FL**

WHEREAS, certain amendments are necessary to the Zep Construction INC. contract.

ZEP CONSTRUCTION, INC., and the **CITY OF CLEWISTON** agree to the following amendments to the May 6th, Contract for Bridge Over C-21 Canal (“Agreement”):

SECTION 1. **Article 10. Contract Documents**, is hereby modified to read as follows:

10. Contract Documents: The term “Contract Documents” means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract.

B. Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01 and Addendums thereto.

C. Contractor’s Response to Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida Financial Project No. 445843-1-54-01 Bid No. #2022-01.

In the event of inconsistency or ambiguity among any of the Contract Documents, the documents shall control the other in the above order of priority, with the exception of ATTACHMENT G to SOLICITATION of Contractor’s Response to Bid Construction Services in Connection with the Bridge over C-21 Canal, Clewiston, Florida, Financial Project No. 445843-1-54-01, Bid No. #2022-1. ATTACHMENT G shall control with regards to concrete and concrete plants.

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: _____
Kathy Combass, City Clerk

BY: _____
Kristine Petersen, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
Dylan J. Brandenburg
City Attorney

ZEP CONSTRUCTION, INC.

BY: _____
Printed Name: _____
Title: _____
Date: _____

Bid No. 2022-01

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

Each respondent may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City shall be the sole judge of a proposed substitution equivalency.

<u>Specification</u>	<u>Page</u>	<u>Item</u>	<u>Not Available/Explanation</u>
----------------------	-------------	-------------	----------------------------------

There is only (1) concrete plant that is close enough to provide ready mix concrete for this project. This plant is located in Clewiston. The name of the concrete company is A & J Ready Mix Inc. This concrete plant is not currently approved to produce FDOT structural concrete. According to their representative, this plant has produced structural concrete, in the past, for FDOT type projects. Our bid price is based on utilizing concrete from this company. I do not anticipate being able to get this plant FDOT approved so this may be an issue considering the Financial Project ID. The FDOT will just have to make an exception.

We will do our best to coordinate with the appropriate project and FDOT personnel to resolve this matter.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 10
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-048

1. **Background/History:** Resolution No. 2022-048 creates a Parks, Recreation & Leisure Services Advisory Board.
2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2022-048
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-048.

RESOLUTION NO. 2022-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, CREATING A PARKS, RECREATION & LEISURE SERVICES ADVISORY BOARD; PROVIDING FOR GOALS, MISSION, DUTIES, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to achieve the parks, recreation and leisure services goals and objectives set forth in applicable elements of the City of Clewiston's adopted Comprehensive Plan; and

WHEREAS, the City Commission believes it to be in the best interest of the City to create a Parks, Recreation & Leisure Services Advisory Board comprised of City residents whose mission will be to recommend plans and programs designed to meet and satisfy the comprehensive recreational needs of the community; and to make recommendations for improvements to the park system which will enhance the quality of life of the community; and

WHEREAS, the City Commission is committed to having broad representation from the citizens of the community and further believes that members appointed to the Parks, Recreation & Leisure Services Advisory Board should to the extent possible fairly represent the demographic and geographic composition of the City; and

WHEREAS, the City staff under the direction of the City Manager will actively participate in, and support the activities of the Parks, Recreation & Leisure Services Advisory Board.

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

Section 1. The Parks, Recreation & Leisure Services Board (hereinafter referred to as the Board) is officially designated as an advisory committee to the City Commission, City Manager and the Director of Recreation & Leisure Services, and is responsible for adhering to the following:

- a. Goal – The Board shall assist the City in the achievement of goals and objectives set forth in applicable elements of the adopted Comprehensive Plan for the benefit of all segments of the community.
- b. Mission – The mission of the Board shall be to recommend to the City Commission, City Manager and Director of Recreation & Leisure Services plans, programs and activities designed to meet and satisfy the full range of recreational needs of the community; and to make recommendations for improvements to the park system which enhance the quality of life of the community.
- c. Duties – The Board shall act as a liaison group and conduit of public opinion from the citizens of the City of Clewiston to the Director of Recreation & Leisure Services, the City Manager and the City Commission. Board duties shall include providing input and feedback to the Director of Recreation & Leisure Services in the development of programs and activities to further the objectives of the City's recreation and leisure

services work plan including input into the development of the annual departmental budget requests and capital improvements planning process.

- d. **Organization; Quorum; Officers** – The Board shall be comprised of five (5) regular members appointed by the City Commission who shall serve without compensation for a term of two years. To the extent possible, membership should reflect the demographic and geographic composition of the City. A quorum necessary to conduct business of the Board shall consist of three (3) members. The Board shall elect from its membership a Chairperson and a Vice-Chairperson, each to serve a two-year term. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson which consist of coordinating with the Director of Recreation & Leisure Services to develop meeting agendas and lead official meetings of the Board. The Board shall meet as often as deemed necessary to achieve goals and objectives but shall meet not less than quarterly at a regularly scheduled date, time and location established by the Board.
- e. **Conduct of Business** – The Board may develop by-laws governing the operation of the Board which are consistent with the requirements established herein as well as all applicable regulations of the City. Recommendations of the Board must be approved by a majority vote of the members present at a meeting at which a quorum is in attendance and voting. Members shall be guided by state law and the City Code of Ordinances regarding conflicts of interest, record keeping and open meetings law compliance.

Section 2. The City Manager will be responsible for assignment of necessary staff support to the Board with activities coordinated by the Director of Recreation & Leisure Services who will serve as an ad hoc non-voting liaison to the Board.

Section 3. Adoption of this resolution shall repeal all prior resolutions or actions of the Commission that are inconsistent with the provisions herein described.

Section 4. This Resolution shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED in open session this 23rd day of June, 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. 11
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-049

1. **Background/History:** Resolution No. 2022-049 approves the appointment of Electa Waddell to the City of Clewiston Community Redevelopment Advisory Board.

The City of Clewiston Community Redevelopment Advisory Board (CRAB) shall consist of seven (7) members appointed by the Mayor and confirmed by majority vote of the City Commission for three (3) year terms. There are currently two vacancies on the CRAB. Electa Waddell has applied to serve on the CRAB and appears to be qualified.

2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2022-049
 - b. Application for Citizen Board Appointment
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-049.

RESOLUTION NO. 2022-049

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA,
APPROVING THE APPOINTMENT OF ELECTA WADDELL TO THE
COMMUNITY REDEVELOPMENT ADVISORY BOARD.**

WHEREAS, the City of Clewiston Community Redevelopment Advisory Board (CRAB) shall consist of seven (7) members, appointed by the Mayor and confirmed by majority vote of the City Commission for three (3) year terms; and

WHEREAS, there are currently two vacancies on the CRAB; and

WHEREAS, Electa Waddell has applied to serve on the CRAB and appears to be qualified;
and

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

SECTION 1. The City Commission hereby approves the appointment of Electa Waddell to the City of Clewiston Community Redevelopment Advisory Board for a three year term.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 23rd day of June, 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, FLORIDA
APPLICATION FOR
CITIZEN BOARD APPOINTMENT

Last Name: Waddell First Name: Electa Middle Initial: J

Home Address: 2010 Cypress Ave, Clewiston, FL 33440

Telephone Number: 954-531-8441

Occupation: Healthcare

Business Address: 544 W. Sugarland Hwy. Clewiston, FL 33440

Committee/Board of interest to you:

Board of Building Commissioners

Planning and Zoning Board

Library Advisory Board

Library Advisory Cooperative Board

Municipal Golf Course Advisory Committee

Community Redevelopment Agency Advisory Committee

What experience or special training do you have which you feel particularly fits you for the appointment to this position? I AM CURRENTLY THE FOUNDATION/MARKETING DIRECTOR FOR HRMC AND PREVIOUSLY HELD POSITIONS AT HENDRY COUNTY AND THE CLEWISTON CHAMBER OF COMMERCE. MY WORK & VOLUNTEERISM WITHIN THE COUNTY AFFORD ME A UNIQUE PERSPECTIVE IN AREAS WHERE SMART GROWTH, STEWARDSHIP AND LEADERSHIP WILL CREATE A STRONG FOUNDATION FOR THE FUTURE OF CLEWISTON.

E. Waddell
Signature of Applicant

4-8-22
Date

Please submit application to:

City of Clewiston, Florida
115 West Ventura Avenue
Clewiston, Florida 33440
863/983-1484

Received 5/27/20
KC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 12
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-050

- 1. Background/History:** Resolution No. 2022-050 accepts the resignation of Keith W. Davis and authorizes the Mayor to execute a Professional Services Agreement for Special Magistrate Services with B. Douglas MacGibbon, P.A.

The City is in need of special magistrate services due to the resignation of City of Clewiston Special Magistrate Keith W. Davis, Esq.

- 2. Financial Impact:** \$200/hour – Special Magistrate Services
 \$100/hour – Travel Time (to and from hearings)
- 3. Attachments:**
 - a. Resolution No. 2022-050
 - b. Proposed Professional Services Agreement
 - c. Memorandum dated May 18, 2022
 - d. January 7, 2019 Professional Services Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-050.

RESOLUTION NO. 2022-050

A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, ACCEPTING THE RESIGNATION OF SPECIAL MAGISTRATE KEITH W. DAVIS AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR SPECIAL MAGISTRATE SERVICES WITH B. DOUGLAS MACGIBBON, P.A.

WHEREAS, Keith W. Davis, Esq. resigned as the City of Clewiston Special Magistrate effective June 17, 2022; and

WHEREAS, the City of Clewiston (“City”) is in need of special magistrate services for its code enforcement hearings and other related hearings; and

WHEREAS, B. Douglas MacGibbon, P.A., by and through Douglas MacGibbon, Esq., its Managing Shareholder, is willing to serve as the City’s Special Magistrate.

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

SECTION 1. The City Commission hereby accepts the resignation of Special Magistrate Keith W. Davis.

SECTION 2. The Mayor is hereby authorized to execute the attached agreement with B. Douglas MacGibbon, P.A.

PASSED AND ADOPTED in open session this 23rd day of June, 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

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Clewiston**, a Florida municipal corporation (“City”) and **B. DOUGLAS MacGIBBON, P.A.**, a Florida corporation and law firm whose attorneys are licensed to practice law in the State of Florida (“Firm”), effective this ____ day of June, 2022.

RECITALS

WHEREAS, the City is in need of special magistrate services for its code enforcement hearings and other related hearings; and,

WHEREAS, Firm, by and through Douglas MacGibbon, Esq its Managing Shareholder (“Special Magistrate”) has notified the City of his interest to serve as a Special Magistrate; and,

WHEREAS, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Special Magistrate agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SPECIAL MAGISTRATE’S SERVICES. Special Magistrate shall serve the City as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex-officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Firm’s, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Firm and Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

- a. Term. This Agreement commences on June 23rd, 2022 and continues until terminated.
- b. Termination without cause. Either party may terminate this Agreement at any time without cause by giving not less than thirty (30) days prior written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Special Magistrate of such occurrence and either the City or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever. City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Dollars (\$200.00) per hour; travel time to and from the hearings will be paid in the amount of One Hundred Dollars (\$100.00) per hour.

b. Invoices. Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

City of Clewiston
Attn: Finance Department
115 West Ventura Avenue
Clewiston, FL 33440

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 8: AUTHORITY TO PRACTICE. Firm and Special Magistrate hereby represent and warrant that they have and will continue to maintain all licenses and approvals required to conduct business and provide the services required under this Agreement, and that they will at all times conduct business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 9: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Clewiston
Attn: City Manager
115 West Ventura Avenue
Clewiston, FL 33440

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Douglas MacGibbon, Esq.
B. Douglas MacGibbon, P.A.
141 Santa Monica Avenue
Royal Palm Beach, FL 33411
Email: vancedoney@yahoo.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 11: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (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 or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate 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 or designee, in a format that is compatible with the information technology systems of the City.

SECTION 12: ENTIRETY OF AGREEMENT. The City and Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 13: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 14: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 15: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

ATTESTS:

CITY OF CLEWISTON


By: _____
Kathy Combass, City Clerk

By: _____
Kristine Petersen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

SPECIAL MAGISTRATE:

By: 

Douglas MacGibbon
B. Douglas MacGibbon, P.A.

Law Offices
B. DOUGLAS MacGIBBON, P.A.
141 SANTA MONICA AVENUE
ROYAL PALM BEACH, FLORIDA 33411

Telephone (561) 632-4758
Fax: (561) 790-0340

Email: vancedoney@yahoo.com

EDUCATION:

- 1984 Nova University, Fort Lauderdale, Fla.
Juris Doctor
- 1981 Florida International University, Miami, Fla.
B.A. - International Relations,
B.S. - Social Studies Education

AWARDS AND HONORS:

Law Review - Nova Law Journal, Staff Member
Outstanding Young Men in America (1983)
U.S. Jaycees

ORGANIZATIONS:

Member of the Florida Bar
United States District Court, Southern Dist. of Fla.
United States Court of Appeals for the 11th Circuit
Editor-in-Chief, Nova Law Center Yearbook
Bailiff, Delta Theta Phi
Treasurer, International Law Society

LEGAL EMPLOYMENT:

2010- Present: Partner, B. Douglas MacGibbon, P.A.- Municipal Law, Eminent Domain, General Civil Litigation and Business Law.

1988 - 2010: Partner, Vance, Doney & MacGibbon, P.A.- Eminent Domain, Commercial Litigation, Telecommunications Law and Municipal Law.

1987-1988 Associate - Brigham, Moore, Gaylord, Wilson, Ulmer, Schuster & Sachs,

Eminent Domain Defense.

1985-1987 Associate - Jacobson & Gottlieb, Hollywood, Florida,
Commercial Collections and Civil Litigation.

1984-1985 Associate - Law Office of Yvonne Reed, P.A., Fort Lauderdale, Florida,
Personal Injury and Worker's Compensation.

1982-1984 Student Reference Librarian and Computer Instructor
Nova University Law Library.

PUBLICATIONS:

Rights of Reservation Equal Condemnation: Joint Ventures, February 1991, Fla. Bar
Journal at 43.

Currently representing the TOWN OF GLEN RIDGE (since 1988), Special Hearing Officer
for the CODE ENFORCEMENT BOARDS of the VILLAGE of ROYAL PALM BEACH,
TOWN of MANGONIA PARK and the CITY OF ATLANTIS. Alternate Magistrate for the
VILLAGE of NORTH PALM BEACH.




Keith W. Davis, Esq.

*Florida Bar Board Certified Attorney in
City, County and Local Government Law*
Email: keith@davislawteam.com

MEMORANDUM

TO: Mayor and City Commissioners
City Manager and Code Compliance Staff

CC: City Attorney Dylan Brandenburg, Esq.

FROM: Special Magistrate Keith W. Davis 

DATE: May 18, 2022

RE: Resignation as Code Enforcement Special Magistrate

In accordance with Section 4b. of our the Professional Services Agreement for the provision of Special Magistrate Services, I am providing the City with 30 days' notice of my resignation as Code Enforcement Special Magistrate. The effective date will be June 17, 2022. I have thoroughly enjoyed serving as the City's Special Magistrate for the past 3 and ½ years; however, my firm has entered into an "of-counsel" agreement with your current City Attorney, Dylan Brandenburg (effective June 1, 2022) and it would be ethically inappropriate for me or anyone in my firm to continue to provide Special Magistrate services to Clewiston under those conditions.

Although the aforesaid ethical considerations require my resignation as the City's Special Magistrate, it is my hope that I will be able to provide assistance to Mr. Brandenburg, as he sees fit and under his direction, with his continued service to Clewiston as its City Attorney.

Thank you for having given me the opportunity to serve the City of Clewiston.

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT ("Agreement") is entered into by and between the City of Clewiston, a Florida municipal corporation ("City") and Davis & Ashton, P.A., a Florida corporation and law firm whose attorneys are licensed to practice law in the State of Florida ("Firm"), effective this 7th day of January, ~~2018~~ 2019.

RECITALS

WHEREAS, the City is in need of special magistrate services for its code enforcement hearings and other related hearings; and,

WHEREAS, Firm, by and through Keith W. Davis, Esq., its Managing Shareholder ("Special Magistrate") has notified the City of his interest to serve as a Special Magistrate; and,

WHEREAS, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Special Magistrate agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SPECIAL MAGISTRATE'S SERVICES. Special Magistrate shall serve the City as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex-officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Firm and Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** This Agreement commences on 1-7-19 and continues until terminated.

b. **Termination without cause.** Either party may terminate this Agreement at any time without cause by giving not less than thirty (30) days prior written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Special Magistrate of such occurrence and either the City or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever. City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Dollars (\$200.00) per hour; travel time to and from the hearings will be paid in the amount of One Hundred Dollars (\$100.00) per hour.

b. Invoices. Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

City of Clewiston
Attn: Finance Department
115 West Ventura Avenue
Clewiston, FL 33440

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 8: AUTHORITY TO PRACTICE. Firm and Special Magistrate hereby represent and warrant that they have and will continue to maintain all licenses and approvals required to conduct business and provide the services required under this Agreement, and that they will at all times conduct business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 9: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Clewiston
Attn: City Manager
115 West Ventura Avenue
Clewiston, FL 33440

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Keith W. Davis, Esq.
Davis & Ashton, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
Email: Keith@davisashtonlaw.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 11: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (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 or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate 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 or designee, in a format that is compatible with the information technology systems of the City.

SECTION 12: ENTIRETY OF AGREEMENT. The City and Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 13: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 14: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 15: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

ATTESTS:

CITY OF CLEWISTON

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

By: Mali Gardner
Mali Gardner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Gary Brandenburg
Gary Brandenburg, City Attorney

SPECIAL MAGISTRATE:

By: Keith W. Davis
Davis & Ashton, P.A.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 13
Commission Meeting Date: June 23, 2022

Subject: Resolution No. 2022-051

1. **Background/History:** Resolution No. 2022-051 authorizes the Mayor to execute an Agreement for City Attorney for the City of Clewiston, Florida for legal services with Brandenburg Legal P.A.

The City is in need of legal services due to the passing of Clewiston City Attorney Gary Brandenburg of Brandenburg & Associates, P.A. Dylan Brandenburg is reorganizing Brandenburg & Associates, P.A. as Brandenburg Legal P.A., entering an 'of counsel' relationship with the law firm of Davis and Associates, P.A. and proposing to continue to represent the City as the City Attorney, with the resources and attorneys of Davis & Associates, P.A., under the same terms of the February 20, 2017 contract between the City and Brandenburg & Associates, P.A.

2. **Financial Impact:** \$250/hour – Legal Services
\$125/hour – Travel Time (to and from meetings)
3. **Attachments:**
 - a. Resolution No. 2022-051
 - b. Dylan J. Brandenburg Letter
 - c. Proposed Agreement for City Attorney with Brandenburg Legal P.A.
 - d. Resume of Dylan J. Brandenburg
 - e. Resume of Keith Warren Davis
 - f. February 20, 2017 Agreement for City Attorney with Brandenburg & Associates, P.A.
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-051.

RESOLUTION NO. 2022-051

**A RESOLUTION OF CITY OF CLEWISTON, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR CITY ATTORNEY FOR THE CITY OF
CLEWISTON, FLORIDA WITH BRANDENBURG LEGAL
P.A.**

WHEREAS, due to the passing of Clewiston City Attorney Gary Brandenburg of Brandenburg & Associates, P.A., the City of Clewiston is in need of legal services; and

WHEREAS, Dylan Brandenburg is reorganizing Brandenburg & Associates, P.A. as Brandenburg Legal P.A. and entering into an ‘of counsel’ relationship with the Law Firm of Davis & Associates, P.A.; and

WHEREAS, Dylan Brandenburg of Brandenburg Legal P.A. desires to continue representing the City as the City Attorney, with the resources and attorneys of Davis & Associates, P.A., under the same terms of the February 20, 2017 contract between the City and Brandenburg & Associates, P.A.

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

SECTION 1. The City Commission hereby authorizes the Mayor to execute the attached Agreement for City Attorney for the City of Clewiston, Florida with Brandenburg Legal P.A.

PASSED AND ADOPTED in open session this 23rd day of June, 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

Brandenburg Legal P.A.
1257 SW Martin Hwy, P.O Box 81
Palm City, Florida 34994
(561) 281-6428

Dylan J. Brandenburg

Dylan@brandenburglegal.com

ATTORNEY AT LAW

Clewiston City Commission
City Manager Randy Martin

RE: City Attorney Services

Dear Commission, City Manager, I would like to state my intent to continue offering legal services to the City of Clewiston.

Moving forward I will be reorganizing Brandenburg & Associates P.A. as Brandenburg Legal P.A. and entering an 'Of counsel' relationship with the Law Firm of Davis and Associates, P.A. a firm specializing in local government law.

I propose to continue to represent the City of Clewiston under the same terms of the prior attached February 17th, 2017 contract between the City and Brandenburg & Associates, P.A.

I would be primary City attorney with the resources and attorneys of Davis & Associates P.A. also available to assist with any legal needs the City may encounter.

Under the new agreement the City's current arrangement and expenses would stay the same but with an increased capacity in available legal resources.

Under the existing contract with Brandenburg & Associates, P.A. we billed at an hourly rate of \$250.00 with ½ time for travel. The City's cost for legal services varies from year to year but averaged \$110,746.20 a year or \$9,228.85 a month over the last five-year period.

Should the City be interested in switching to a flat monthly fee for services as opposed to an hourly basis I would be willing to discuss such an agreement.

I have enjoyed working with the City, am familiar with City staff, and issues, and hope you would consider allowing me to continue services.

I have attached a proposed agreement for your consideration.

Thank you,

/s/ Dylan J. Brandenburg, Esq

Dylan J. Brandenburg

561-281-6428

dylan@brandenburglegal.com

Brandenburg Legal P.A.

1257 SW Martin Hwy, P.O. Box 81

Palm City, Florida, 34991

**AGREEMENT FOR CITY ATTORNEY
FOR THE CITY OF CLEWISTON, FLORIDA**

THIS AGREEMENT, dated this ___ day of ____, 2022, between the CITY OF CLEWISTON, a municipal corporation of the State of Florida (hereinafter referred to as “the City”), and Brandenburg Legal, P.A., (herein referred to as “the Firm”).

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

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

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

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

(c) The research of legal questions presented for purposes of rendition of written or oral legal opinions. The Firm shall render legal advice and written or oral legal

opinions to the Commission, its Manager and departments at the Commission's or City Manager's request; and

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

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

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

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

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

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

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

4. **EXPENSES.**

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

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

5. VACATION, ILLNESS, UNAVAILABILITY.

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

6. CONFLICTS.

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

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

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

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

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

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

ATTEST:

CITY OF CLEWISTON

By: _____

Mary K. Combass, City Clerk

By: _____

Kristine Petersen, Mayor

Brandenburg Legal, P.A.

By: _____

Dylan J. Brandenburg, Esq.

Dylan J. Brandenburg

DylanJBrandenburg@gmail.com • 561-281-6428

EDUCATION

Stetson University College of Law, Gulfport, FL
Juris Doctor, FL Bar No. #1025326

May 2020

Florida State University, Tallahassee, FL
Bachelor of Science, Criminology & Criminal Justice

December 2016

Activities: National Society of Collegiate Scholars, Vice President of Community Service
Phi Alpha Delta Pre-Law Fraternity, Mock Trial Team
Professional Fraternity Council, Voting Member
FSU Poker, Vice President

PREVIOUS WORK EXPERIENCE (Extended Resume Available Upon Request)

Brandenburg & Associates, P.A., Stuart, FL

December 2020 – Present

421 SE Osceola Street, Suite B, Stuart FL, 34994

Attorney

Gary Brandenburg, Managing Partner, 561-799-1414

- Real Estate and Governmental Law Firm
- Private Land Use Issues
- Local Government Administration/Legal Compliance

City of Clearwater, City Attorney's Office, Clearwater, FL

August 2019 – November 2019

100 S. Myrtle Ave., Clearwater FL, 33756

Legal Intern

Pam Akin, City Attorney, (727) 298-3660

- Performed Legal Research
- Prepared Legal Memo's for Attorneys
- Attended Administrative Hearings

Judge Marni Bryson – 15th Judicial Circuit, Delray Beach, FL

May 2019 - August 2019

200 W. Atlantic Ave, Delray Beach, FL 33444

Court Intern

Judge Marni Bryson, (561) 274-1455

- Assisted with Legal Research
- Composed Draft Judicial Orders

Executive Office of Governor Rick Scott – General Counsel's Office, Tallahassee, FL

The Capitol, Room 209 400 S. Monroe St. Tallahassee, FL 32399

August 2016 – December 2017

Front Desk Clerk

Ben Gibson, Assistant General Counsel, (850) 717-9310

- Worked Phones, Assisted attorneys with Clerical Work,
- Ensured State Law Enforcement Agencies Compliance with Victims' Rights Requirements
- Drafted Executive Orders

Personal Interests

Recreational sports leagues (softball, volleyball), Competitive Fencing (foil), Surfing (badly), Foreign Languages (currently learning Spanish), Hiking

Pre-2016 employment includes Florida Police Benevolence Association, Private Investigation, Florida Division of Insurance Fraud. (Extended Resume Available Upon Request).



KEITH WARREN DAVIS
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Telephone: (561) 586-7116 Fax: (561) 586-9611
E-mail: keith@davislawteam.com

EDUCATION

College of William and Mary, Marshall-Wythe School of Law Williamsburg, Virginia

J.D. Law: May 1992: Top 16% of Class.
Journal: Articles Editor, William and Mary Journal of Environmental Law.
Activities: Institute of Bill of Rights Law. Environmental Law Society. Phi Delta Phi Legal Fraternity. 1990 Summer School of Law in London / Exeter, England.

University of South Florida Tampa, Florida

B.A. Psychology: August 1989: Top 15% of Class.
Honors: Graduated CUM LAUDE. Dean's List three years. Sigma Chi Fraternity, Most Outstanding Florida Undergraduate, 1989.
Activities: Student Government. Sigma Chi Fraternity. Inter-Fraternity Council.

PROFESSIONAL EXPERIENCE

Davis & Associates, P.A. July 2002 – Present

President/Shareholder.

Board Certified Specialist in City, County and Local Government Law.

AV Preeminent Peer and Judicially Rated.

- Formerly Davis & Ashton, P.A.; Formerly Corbett, White, Davis and Ashton, P.A.; Formerly Corbett, White and Davis, P.A.; Formerly Corbett and White, P.A.
- Responsible for all day-to-day Law Firm business operations.
- General Counsel for the City of Atlantis, the Towns of Briny Breezes, Manalapan, and Palm Beach Shores, and the Villages of Royal Palm Beach and Tequesta; responsible for attending Council/Commission meetings and handling all general municipal legal matters and land use matters.
- General Counsel for the Treasure Coast Regional Planning Council.
- General Counsel for the Florida Green Finance Authority.
- General Counsel for the Palm Beach County League of Cities, Inc.
- Code Enforcement Special Magistrate for Cities of Lake Worth Beach, Pahokee, Port St. Lucie, and West Palm Beach.

Powers, McNalis, & Moody, P.A.

February 2001 – July 2002

Handled the defense of persons and corporations in third party insurance liability cases in courts throughout the State of Florida. Responsible for major research and writing projects, preparing and drafting discovery documents, pleadings, client correspondence, and motions for summary judgment. Further responsible for attending depositions of parties and non-party witnesses, motion calendar hearings, and evidentiary hearings on motions for summary judgment. Also handled first party insurance company representation, including examinations under oath of insureds in water, fire, and auto loss cases, and drafted and argued Petitions for Declaratory Relief on multiple issues of coverage and duty to defend.

Office of the State Attorney, 15th Judicial Circuit.

May 1995 – February 2001

Division Chief of the Circuit Court Juvenile Division. Responsibilities included overseeing all prosecutions in a juvenile trial division as well as filing felony and misdemeanor charges and prosecuting juvenile detention hearings. Also served in Circuit Court Felony Division. Responsibilities included prosecuting non-capital felony crimes. Also served in Appellate Division. Responsibilities included researching and drafting written responses to motions for post conviction relief and arguing motions in circuit court on issues including ineffective assistance of counsel and sentence legality. Also briefed and argued county court appeals in the circuit court. Also served in County Court Division. Responsibilities included prosecuting misdemeanor crimes such as domestic violence and DUI. Argued against numerous motions to suppress evidence. Also responsible for prosecuting arraignments and first appearances.

Office of the Public Defender, 19th Judicial Circuit.

December 1992 - April 1995

Represented indigent criminal defendants in both county and circuit courts. Tried in excess of forty jury trials including misdemeanor and felony charges. Argued numerous motions including evidence suppression, bond reduction, charge dismissal, and sentence modification. Circuit court work also included representing defendants in juvenile court and Baker Act hearings. Drafted several briefs for appellate review on issues including evidence admissibility, evidence sufficiency, and restitution.

COURTS

Admitted to Practice in all Florida State Courts.

Admitted to Practice in the United States District Court, Southern and Northern Districts of Florida.

Admitted to Practice in the Supreme Court of the United States of America.

PROFESSIONAL MEMBERSHIPS

Member in Good Standing of the Florida Bar since 1992; Member of the Palm Beach County Bar Association. Member of the Florida Municipal Attorney's Association Executive Committee. Member of the Florida League of Cities Legislative Policy Committee for Municipal Administration.

PUBLICATIONS

The Role of the Virginia Marine Resources Commission in Regulating and Zoning the Water Bodies of the Commonwealth, 16 William and Mary Journal of Environmental Law 81 (1992).

Music & Memories, Palm Beach County 2020, Star Group International (2020).

COMMUNITY INVOLVEMENT/PRO BONO

Bright Futures International Elementary School and Academy for International Studies Middle School. January 2001-April 2006

President of the Board of Directors for two Palm Beach County charter schools. Drafted new school Charter for middle school. Responsible for business of school operations including fund-raising, staffing, budgeting, and hiring of consultants.

North Palm Beach Zoning Board of Adjustment. November 2007-September 2015

Review and take final action on zoning code variance applications.

Florida League of Cities.

August 2014 - Present

Speaker/Presenter at annual conferences.

Florida Municipal Attorneys Association.

July 2014 - Present

Speaker/Presenter at annual conferences.

Palm Beach Gardens Community Concert Band. September 2014-August 2021

Trombone player in 80-member concert band, performing concerts throughout the year. Member of the Board of Directors and the Executive Committee.

**AGREEMENT FOR CITY ATTORNEY
FOR THE CITY OF CLEWISTON, FLORIDA**

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

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

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

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

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

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

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

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

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

5. VACATION, ILLNESS, UNAVAILABILITY.

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

6. CONFLICTS.

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

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

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

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

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

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

ATTEST:

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

CITY OF CLEWISTON

By: Mali Gardner
Mali Gardner, Mayor

Brandenburg & Associates, P.A.

By: [Signature]
Gary M. Brandenburg, Esq.

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 23, 2022**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	ACTION	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	ACTION	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
3	1.27.20	ACTION	Storm Shutters Ordinance Review	X	Workshop July 2022		Staff review/recommendations
4	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	ACTION	US 27 Corridor Ordinance Review	X	Workshop June 2022		Review draft ordinance
6	2.17.20	ACTION	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
7	4.20.20	ACTION	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	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop July 2022		
9	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 23, 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 JUNE 23, 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 & 3/28/22 Workshops
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 July 2022		Evaluate Scope
26	2.21.22	AGENDA	City Manager fill Recreation Director Position			X	
27	4.18.22	AGENDA	Documents to create a Parks & Recreation Advisory Board		June 23, 2022 Meeting		



City of Clewiston, FL

Budget Report Group Summary

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 30 - Property taxes						
	1,893,764.00	1,893,764.00	4,732.67	1,745,498.15	-148,265.85	92.17 %
Category: 30 - Property taxes Total:	1,893,764.00	1,893,764.00	4,732.67	1,745,498.15	-148,265.85	92.17 %
Category: 31 - Other taxes						
	1,978,561.00	1,978,561.00	252,840.28	1,333,958.70	-644,602.30	67.42 %
Category: 31 - Other taxes Total:	1,978,561.00	1,978,561.00	252,840.28	1,333,958.70	-644,602.30	67.42 %
Category: 32 - Licenses and Permits						
	108,878.00	108,878.00	10,015.27	106,105.91	-2,772.09	97.45 %
Category: 32 - Licenses and Permits Total:	108,878.00	108,878.00	10,015.27	106,105.91	-2,772.09	97.45 %
Category: 33 - Intergovernmental Revenue						
	1,582,433.00	8,126,290.00	75,365.51	1,054,689.40	-7,071,600.60	12.98 %
Category: 33 - Intergovernmental Revenue Total:	1,582,433.00	8,126,290.00	75,365.51	1,054,689.40	-7,071,600.60	12.98 %
Category: 34 - Charges for Services						
	1,431,032.00	1,431,032.00	96,073.47	982,588.41	-448,443.59	68.66 %
Category: 34 - Charges for Services Total:	1,431,032.00	1,431,032.00	96,073.47	982,588.41	-448,443.59	68.66 %
Category: 35 - Fines and Forfeitures						
	21,400.00	21,400.00	7,233.12	23,021.78	1,621.78	107.58 %
Category: 35 - Fines and Forfeitures Total:	21,400.00	21,400.00	7,233.12	23,021.78	1,621.78	107.58 %
Category: 36 - Misc. Revenue						
	164,138.00	368,098.00	10,186.82	455,801.89	87,703.89	123.83 %
Category: 36 - Misc. Revenue Total:	164,138.00	368,098.00	10,186.82	455,801.89	87,703.89	123.83 %
Category: 38 - Non-operating Sources (Uses)						
	18,968.00	18,968.00	9,891.66	9,891.66	-9,076.34	52.15 %
Category: 38 - Non-operating Sources (Uses) Total:	18,968.00	18,968.00	9,891.66	9,891.66	-9,076.34	52.15 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,377,229.00	1,377,229.00	114,768.00	918,144.00	-459,085.00	66.67 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	1,377,229.00	1,377,229.00	114,768.00	918,144.00	-459,085.00	66.67 %
Category: 40 - CASH FORWARD						
	1,778,622.00	1,778,622.00	0.00	339,932.00	-1,438,690.00	19.11 %
Category: 40 - CASH FORWARD Total:	1,778,622.00	1,778,622.00	0.00	339,932.00	-1,438,690.00	19.11 %
Revenue Total:	10,355,025.00	17,102,842.00	581,106.80	6,969,631.90	-10,133,210.10	40.75 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 10 - General government						
1011 - City Commission	282,907.00	282,907.00	15,624.97	99,128.66	183,778.34	35.04 %
1012 - City Manager	359,215.00	359,215.00	23,318.05	205,200.47	154,014.53	57.12 %
1020 - General Government	1,350,169.00	1,350,169.00	40,816.79	207,512.88	1,142,656.12	15.37 %
1031 - Finance Department	358,991.00	358,991.00	21,587.65	183,520.81	175,470.19	51.12 %
7070 - Public Works Administration	327,993.00	327,993.00	16,477.41	151,886.32	176,106.68	46.31 %
7071 - Central Garage	162,823.00	162,823.00	11,167.80	109,096.39	53,726.61	67.00 %
7077 - Stormwater Projects	0.00	461,000.00	8,783.70	38,242.45	422,757.55	8.30 %
Category: 10 - General government Total:	2,842,098.00	3,303,098.00	137,776.37	994,587.98	2,308,510.02	30.11 %
Category: 52 - Public safety						
1075 - Protective Services	230,788.00	230,788.00	14,889.93	134,579.20	96,208.80	58.31 %
1079 - Community Improvement	166,521.00	166,521.00	8,944.45	74,294.60	92,226.40	44.62 %
4040 - Police Department	2,658,263.00	2,658,263.00	226,148.43	1,631,739.51	1,026,523.49	61.38 %
5050 - Fire Department	518,558.00	518,558.00	64,417.57	336,820.37	181,737.63	64.95 %
Category: 52 - Public safety Total:	3,574,130.00	3,574,130.00	314,400.38	2,177,433.68	1,396,696.32	60.92 %
Category: 54 - Transportation						
7073 - Streets & Sidewalks	1,114,266.00	1,114,266.00	33,073.45	245,933.58	868,332.42	22.07 %
7074 - FDOT Projects	0.00	6,032,857.00	17,939.94	64,911.04	5,967,945.96	1.08 %
7078 - Street Lighting	90,300.00	90,300.00	5,527.66	54,554.39	35,745.61	60.41 %
Category: 54 - Transportation Total:	1,204,566.00	7,237,423.00	56,541.05	365,399.01	6,872,023.99	5.05 %
Category: 55 - Physical Environment						
7076 - Mosquito Control	339,496.00	339,496.00	25,298.70	189,974.86	149,521.14	55.96 %
Category: 55 - Physical Environment Total:	339,496.00	339,496.00	25,298.70	189,974.86	149,521.14	55.96 %
Category: 56 - Economic Environment						
1078 - Park of Commerce	0.00	0.00	0.00	10,822.20	-10,822.20	0.00 %
Category: 56 - Economic Environment Total:	0.00	0.00	0.00	10,822.20	-10,822.20	0.00 %
Category: 57 - Culture and recreation						
6060 - Library	333,903.00	333,903.00	19,271.51	204,077.45	129,825.55	61.12 %
8080 - Rec. - Admin. & Parks	324,703.00	307,703.00	13,655.97	128,252.25	179,450.75	41.68 %
8081 - Rec. - Buildings & Structures	96,217.00	346,217.00	5,942.79	233,006.21	113,210.79	67.30 %
8082 - Sugarland Sports Complex	286,060.00	303,060.00	17,676.80	192,164.96	110,895.04	63.41 %
8083 - Recreation Programs	50,505.00	50,505.00	1,254.50	14,999.24	35,505.76	29.70 %
8084 - John Boy Auditorium	104,428.00	104,428.00	7,465.98	59,508.53	44,919.47	56.99 %
8086 - Rec. - Golf Course	845,577.00	849,537.00	64,265.82	606,309.58	243,227.42	71.37 %
Category: 57 - Culture and recreation Total:	2,041,393.00	2,295,353.00	129,533.37	1,438,318.22	857,034.78	62.66 %
Category: 58 - Human Services						
4074 - Animal Control	268,158.00	268,158.00	12,553.04	159,438.78	108,719.22	59.46 %
Category: 58 - Human Services Total:	268,158.00	268,158.00	12,553.04	159,438.78	108,719.22	59.46 %
Category: 88 - Principal Retirement						
1011 - City Commission	2,986.00	2,986.00	249.83	1,982.90	1,003.10	66.41 %
1012 - City Manager	5,972.00	5,972.00	499.66	3,965.76	2,006.24	66.41 %
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	199.87	1,586.32	802.68	66.40 %
8086 - Rec. - Golf Course	48,371.00	48,371.00	4,047.20	32,122.35	16,248.65	66.41 %
Category: 88 - Principal Retirement Total:	80,934.00	80,934.00	4,996.56	39,657.33	41,276.67	49.00 %
Category: 89 - Interest						
1011 - City Commission	212.00	212.00	16.63	148.78	63.22	70.18 %
1012 - City Manager	425.00	425.00	33.26	297.59	127.41	70.02 %
7073 - Streets & Sidewalks	170.00	170.00	13.30	118.99	51.01	69.99 %
8086 - Rec. - Golf Course	3,443.00	3,443.00	269.43	2,410.95	1,032.05	70.02 %
Category: 89 - Interest Total:	4,250.00	4,250.00	332.62	2,976.31	1,273.69	70.03 %
Expense Total:	10,355,025.00	17,102,842.00	681,432.09	5,378,608.37	11,724,233.63	31.45 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-100,325.29	1,591,023.53	1,591,023.53	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - CLEW REDEV AGENCY						
Revenue						
Category: 33 - Intergovernmental Revenue						
	160,859.00	160,859.00	0.00	0.00	-160,859.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	160,859.00	160,859.00	0.00	0.00	-160,859.00	0.00 %
Category: 36 - Misc. Revenue						
	100.00	100.00	0.26	1.95	-98.05	1.95 %
Category: 36 - Misc. Revenue Total:	100.00	100.00	0.26	1.95	-98.05	1.95 %
Category: 38 - Non-operating Sources (Uses)						
	14,070.00	14,070.00	0.00	0.00	-14,070.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	14,070.00	14,070.00	0.00	0.00	-14,070.00	0.00 %
Revenue Total:	175,029.00	175,029.00	0.26	1.95	-175,027.05	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	175,029.00	175,029.00	0.00	0.00	175,029.00	0.00 %
Category: 56 - Economic Environment Total:	175,029.00	175,029.00	0.00	0.00	175,029.00	0.00 %
Expense Total:	175,029.00	175,029.00	0.00	0.00	175,029.00	0.00 %
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	0.00	0.00	0.26	1.95	1.95	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - CLEW REDEV AGENCY EXP						
Revenue						
Category: 33 - Intergovernmental Revenue						
	56,133.00	56,133.00	0.00	0.00	-56,133.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	56,133.00	56,133.00	0.00	0.00	-56,133.00	0.00 %
Category: 36 - Misc. Revenue						
	150.00	150.00	104.46	388.10	238.10	258.73 %
Category: 36 - Misc. Revenue Total:	150.00	150.00	104.46	388.10	238.10	258.73 %
Category: 38 - Non-operating Sources (Uses)						
	107,305.00	107,305.00	0.00	0.00	-107,305.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	107,305.00	107,305.00	0.00	0.00	-107,305.00	0.00 %
Revenue Total:	163,588.00	163,588.00	104.46	388.10	-163,199.90	0.24 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	163,588.00	163,588.00	0.00	0.00	163,588.00	0.00 %
Category: 56 - Economic Environment Total:	163,588.00	163,588.00	0.00	0.00	163,588.00	0.00 %
Expense Total:	163,588.00	163,588.00	0.00	0.00	163,588.00	0.00 %
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	0.00	0.00	104.46	388.10	388.10	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - GRANTS						
Revenue						
Category: 33 - Intergovernmental Revenue						
	231,680.00	231,680.00	0.00	155,435.00	-76,245.00	67.09 %
Category: 33 - Intergovernmental Revenue Total:	231,680.00	231,680.00	0.00	155,435.00	-76,245.00	67.09 %
Category: 36 - Misc. Revenue						
	300.00	300.00	30.17	130.89	-169.11	43.63 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	30.17	130.89	-169.11	43.63 %
Revenue Total:	231,980.00	231,980.00	30.17	155,565.89	-76,414.11	67.06 %

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For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 57 - Culture and recreation						
6061 - Library State Aide	231,980.00	231,980.00	4,639.95	60,157.69	171,822.31	25.93 %
Category: 57 - Culture and recreation Total:	231,980.00	231,980.00	4,639.95	60,157.69	171,822.31	25.93 %
Expense Total:	231,980.00	231,980.00	4,639.95	60,157.69	171,822.31	25.93 %
Fund: 120 - GRANTS Surplus (Deficit):	0.00	0.00	-4,609.78	95,408.20	95,408.20	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
Revenue						
Category: 34 - Charges for Services						
	11,778,040.00	11,778,040.00	1,224,463.05	7,442,213.85	-4,335,826.15	63.19 %
Category: 34 - Charges for Services Total:	11,778,040.00	11,778,040.00	1,224,463.05	7,442,213.85	-4,335,826.15	63.19 %
Category: 36 - Misc. Revenue						
	106,697.00	106,697.00	8,912.80	65,778.05	-40,918.95	61.65 %
Category: 36 - Misc. Revenue Total:	106,697.00	106,697.00	8,912.80	65,778.05	-40,918.95	61.65 %
Category: 38 - Non-operating Sources (Uses)						
	1,487,857.00	2,702,315.00	2,550.22	9,017.36	-2,693,297.64	0.33 %
Category: 38 - Non-operating Sources (Uses) Total:	1,487,857.00	2,702,315.00	2,550.22	9,017.36	-2,693,297.64	0.33 %
Revenue Total:	13,372,594.00	14,587,052.00	1,235,926.07	7,517,009.26	-7,070,042.74	51.53 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 49 - Electricity Purchased						
2030 - Customer Records	7,675,016.00	7,675,016.00	1,037,032.84	6,051,728.88	1,623,287.12	78.85 %
Category: 49 - Electricity Purchased Total:	7,675,016.00	7,675,016.00	1,037,032.84	6,051,728.88	1,623,287.12	78.85 %
Category: 51 - Personal Services						
2009 - Electric Transmission	59,512.00	59,512.00	3,956.51	36,767.05	22,744.95	61.78 %
2010 - Electric Distribution	529,639.00	529,639.00	35,605.11	330,874.99	198,764.01	62.47 %
2015 - Purchasing / Warehouse	46,816.00	46,816.00	3,597.35	34,007.68	12,808.32	72.64 %
2025 - Electric Meter Reading	45,877.00	45,877.00	3,187.31	28,933.92	16,943.08	63.07 %
2030 - Customer Records	442,167.00	442,167.00	33,990.55	292,281.02	149,885.98	66.10 %
Category: 51 - Personal Services Total:	1,124,011.00	1,124,011.00	80,336.83	722,864.66	401,146.34	64.31 %
Category: 53 - Contractual Services						
2010 - Electric Distribution	140,000.00	140,000.00	553.00	4,942.60	135,057.40	3.53 %
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	24,318.00	119,116.23	96,365.77	55.28 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 53 - Contractual Services Total:	404,482.00	404,482.00	24,871.00	127,845.58	276,636.42	31.61 %
Category: 59 - Other Uses / Transfers						
2045 - Miscellaneous Expenses	1,246,567.00	1,246,567.00	0.00	0.00	1,246,567.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	1,246,567.00	1,246,567.00	0.00	0.00	1,246,567.00	0.00 %
Category: 71 - Supplies						
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	3,193.79	24,831.94	15,168.06	62.08 %
2015 - Purchasing / Warehouse	3,300.00	3,300.00	30.86	1,760.13	1,539.87	53.34 %
2025 - Electric Meter Reading	2,650.00	2,650.00	695.24	3,465.06	-815.06	130.76 %
2030 - Customer Records	85,200.00	85,200.00	12,584.91	77,532.15	7,667.85	91.00 %
Category: 71 - Supplies Total:	132,300.00	132,300.00	16,504.80	107,589.28	24,710.72	81.32 %
Category: 72 - Utilities						
2009 - Electric Transmission	750.00	750.00	34.56	298.86	451.14	39.85 %
2010 - Electric Distribution	15,500.00	15,500.00	811.17	6,113.57	9,386.43	39.44 %
2015 - Purchasing / Warehouse	7,000.00	7,000.00	542.22	3,675.25	3,324.75	52.50 %
2030 - Customer Records	9,500.00	9,500.00	1,427.43	6,756.40	2,743.60	71.12 %
2045 - Miscellaneous Expenses	53,000.00	49,442.00	472.00	1,846.00	47,596.00	3.73 %
Category: 72 - Utilities Total:	85,750.00	82,192.00	3,287.38	18,690.08	63,501.92	22.74 %
Category: 73 - Insurance						
2009 - Electric Transmission	4,880.00	4,880.00	406.00	3,248.00	1,632.00	66.56 %
2010 - Electric Distribution	43,952.00	43,952.00	3,657.00	29,256.00	14,696.00	66.56 %
2015 - Purchasing / Warehouse	1,062.00	1,062.00	88.00	704.00	358.00	66.29 %
2025 - Electric Meter Reading	3,330.00	3,330.00	277.00	2,216.00	1,114.00	66.55 %
2030 - Customer Records	4,301.00	4,301.00	359.00	2,872.00	1,429.00	66.78 %
Category: 73 - Insurance Total:	57,525.00	57,525.00	4,787.00	38,296.00	19,229.00	66.57 %
Category: 74 - Repairs and maintenance						
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	14,945.88	91,380.03	148,619.97	38.08 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	740.43	10,584.34	4,440.66	70.44 %
2025 - Electric Meter Reading	8,500.00	8,500.00	0.00	4,921.03	3,578.97	57.89 %
2030 - Customer Records	52,000.00	52,000.00	1,396.24	3,193.51	48,806.49	6.14 %
Category: 74 - Repairs and maintenance Total:	376,025.00	376,025.00	17,082.55	110,078.91	265,946.09	29.27 %
Category: 76 - Miscellaneous						
2010 - Electric Distribution	14,200.00	14,200.00	28.34	5,893.87	8,306.13	41.51 %
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	34,803.00	14,947.00	69.96 %

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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 %
Category: 76 - Miscellaneous Total:	65,600.00	65,600.00	815.34	41,524.48	24,075.52	63.30 %
Category: 77 - Bad Debts						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 77 - Bad Debts Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 82 - Construction in progress						
2025 - Electric Meter Reading	0.00	1,214,458.00	11,325.00	61,892.59	1,152,565.41	5.10 %
Category: 82 - Construction in progress Total:	0.00	1,214,458.00	11,325.00	61,892.59	1,152,565.41	5.10 %
Category: 91 - Capital outlay						
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	27,585.26	849,164.74	3.15 %
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	3,438.21	101,561.79	3.27 %
2030 - Customer Records	78,000.00	78,000.00	0.00	3,503.12	74,496.88	4.49 %
2045 - Miscellaneous Expenses	0.00	3,558.00	0.00	3,558.00	0.00	100.00 %
Category: 91 - Capital outlay Total:	1,216,425.00	1,219,983.00	0.00	38,084.59	1,181,898.41	3.12 %
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	938,893.00	938,893.00	78,241.00	625,928.00	312,965.00	66.67 %
Category: 93 - Operating transfers - out Total:	938,893.00	938,893.00	78,241.00	625,928.00	312,965.00	66.67 %
Expense Total:	13,372,594.00	14,587,052.00	1,274,283.74	7,944,523.05	6,642,528.95	54.46 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	-38,357.67	-427,513.79	-427,513.79	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Revenue						
Category: 32 - Licenses and Permits						
	82,045.00	82,045.00	4,022.67	81,887.87	-157.13	99.81 %
Category: 32 - Licenses and Permits Total:	82,045.00	82,045.00	4,022.67	81,887.87	-157.13	99.81 %
Category: 33 - Intergovernmental Revenue						
	0.00	3,462,387.00	0.00	0.00	-3,462,387.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	0.00	3,462,387.00	0.00	0.00	-3,462,387.00	0.00 %
Category: 34 - Charges for Services						
	3,945,085.00	3,945,085.00	327,026.20	2,410,508.29	-1,534,576.71	61.10 %
Category: 34 - Charges for Services Total:	3,945,085.00	3,945,085.00	327,026.20	2,410,508.29	-1,534,576.71	61.10 %
Category: 36 - Misc. Revenue						
	26,900.00	26,900.00	4,681.34	18,383.18	-8,516.82	68.34 %
Category: 36 - Misc. Revenue Total:	26,900.00	26,900.00	4,681.34	18,383.18	-8,516.82	68.34 %
Category: 38 - Non-operating Sources (Uses)						
	392,703.00	1,042,803.00	0.00	0.00	-1,042,803.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	392,703.00	1,042,803.00	0.00	0.00	-1,042,803.00	0.00 %
Revenue Total:	4,446,733.00	8,559,220.00	335,730.21	2,510,779.34	-6,048,440.66	29.33 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
3005 - Water Treatment Plant	253,558.00	253,558.00	16,070.56	140,249.67	113,308.33	55.31 %
3010 - Trans / Distribution	106,564.00	106,564.00	8,838.77	65,805.62	40,758.38	61.75 %
3025 - Water Meter Reading	63,466.00	63,466.00	5,363.02	45,602.97	17,863.03	71.85 %
3042 - Water / Sewer Administ.	155,293.00	155,293.00	10,482.27	90,232.28	65,060.72	58.10 %
3052 - Sewer Treatment Plant	220,983.00	220,983.00	13,613.10	140,295.05	80,687.95	63.49 %
3062 - Sewer Trans / Collection	145,957.00	145,957.00	7,814.48	54,814.29	91,142.71	37.56 %
Category: 51 - Personal Services Total:	945,821.00	945,821.00	62,182.20	536,999.88	408,821.12	56.78 %
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	71,000.00	71,000.00	2,990.90	28,600.30	42,399.70	40.28 %
3010 - Trans / Distribution	7,500.00	7,500.00	1,870.00	5,042.25	2,457.75	67.23 %
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	21,903.00	134,691.59	99,277.41	57.57 %
3052 - Sewer Treatment Plant	210,000.00	210,000.00	24,781.00	134,283.88	75,716.12	63.94 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	2,350.00	2,477.25	21,522.75	10.32 %
3065 - DEP Grant	0.00	14,745.00	1,330.00	12,185.00	2,560.00	82.64 %
Category: 53 - Contractual Services Total:	546,469.00	561,214.00	55,224.90	317,505.52	243,708.48	56.57 %
Category: 56 - Economic Environment						
3065 - DEP Grant	0.00	91,674.00	0.00	0.00	91,674.00	0.00 %
3066 - Inflow & Infiltration	0.00	2,955,000.00	0.00	0.00	2,955,000.00	0.00 %
Category: 56 - Economic Environment Total:	0.00	3,046,674.00	0.00	0.00	3,046,674.00	0.00 %
Category: 59 - Other Uses / Transfers						
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	210,064.00	497,741.00	29.68 %
Category: 59 - Other Uses / Transfers Total:	717,805.00	717,805.00	26,258.00	210,064.00	507,741.00	29.26 %
Category: 71 - Supplies						
3005 - Water Treatment Plant	105,250.00	105,250.00	17,875.78	92,217.14	13,032.86	87.62 %
3010 - Trans / Distribution	16,700.00	16,700.00	1,066.21	8,981.13	7,718.87	53.78 %
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	2,560.26	17,224.31	-3,224.31	123.03 %
3052 - Sewer Treatment Plant	65,700.00	65,700.00	4,421.18	32,422.11	33,277.89	49.35 %
3062 - Sewer Trans / Collection	12,800.00	12,800.00	1,080.81	8,975.68	3,824.32	70.12 %
3065 - DEP Grant	0.00	2,244.00	0.00	0.00	2,244.00	0.00 %
Category: 71 - Supplies Total:	216,100.00	218,344.00	27,004.24	159,820.37	58,523.63	73.20 %
Category: 72 - Utilities						
3005 - Water Treatment Plant	301,400.00	301,400.00	36,336.67	216,824.88	84,575.12	71.94 %
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	8,023.54	68,498.71	13,601.29	83.43 %
3062 - Sewer Trans / Collection	77,500.00	77,500.00	6,055.97	69,850.40	7,649.60	90.13 %
Category: 72 - Utilities Total:	461,600.00	461,600.00	50,416.18	355,173.99	106,426.01	76.94 %
Category: 73 - Insurance						
3005 - Water Treatment Plant	13,210.00	13,210.00	1,058.00	8,464.00	4,746.00	64.07 %
3010 - Trans / Distribution	13,284.00	13,284.00	1,105.00	8,840.00	4,444.00	66.55 %
3025 - Water Meter Reading	1,314.00	1,314.00	109.00	872.00	442.00	66.36 %
3052 - Sewer Treatment Plant	10,745.00	10,745.00	894.00	7,152.00	3,593.00	66.56 %
3062 - Sewer Trans / Collection	6,585.00	6,585.00	549.00	4,392.00	2,193.00	66.70 %
Category: 73 - Insurance Total:	45,138.00	45,138.00	3,715.00	29,720.00	15,418.00	65.84 %
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	130,927.00	130,927.00	730.00	66,991.57	63,935.43	51.17 %
3010 - Trans / Distribution	75,500.00	75,500.00	8,958.30	58,918.54	16,581.46	78.04 %
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	19,685.75	75,879.60	32,120.40	70.26 %
3062 - Sewer Trans / Collection	170,000.00	170,000.00	12,779.35	112,394.17	57,605.83	66.11 %
Category: 74 - Repairs and maintenance Total:	487,627.00	487,627.00	42,153.40	314,183.88	173,443.12	64.43 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 76 - Miscellaneous						
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	241.88	8.12	96.75 %
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	0.00	217.91	2,082.09	9.47 %
3062 - Sewer Trans / Collection	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:	11,450.00	11,450.00	0.00	1,321.79	10,128.21	11.54 %
Category: 77 - Bad Debts						
3042 - Water / Sewer Administ.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 77 - Bad Debts Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 82 - Construction in progress						
3010 - Trans / Distribution	25,000.00	25,000.00	2,860.00	35,764.00	-10,764.00	143.06 %
3066 - Inflow & Infiltration	0.00	59,100.00	0.00	0.00	59,100.00	0.00 %
3067 - ASACE Septic to Sewer	0.00	904,724.00	1,175.00	4,967.50	899,756.50	0.55 %
Category: 82 - Construction in progress Total:	25,000.00	988,824.00	4,035.00	40,731.50	948,092.50	4.12 %
Category: 88 - Principal Retirement						
3005 - Water Treatment Plant	278,000.00	278,000.00	25,273.00	202,181.00	75,819.00	72.73 %
3063 - N. Sewer Project	54,324.00	54,324.00	0.00	54,323.37	0.63	100.00 %
3080 - Debt Service	49,858.00	49,858.00	0.00	27,963.58	21,894.42	56.09 %
Category: 88 - Principal Retirement Total:	382,182.00	382,182.00	25,273.00	284,467.95	97,714.05	74.43 %
Category: 89 - Interest						
3005 - Water Treatment Plant	486,503.00	486,503.00	44,228.00	353,819.00	132,684.00	72.73 %
3063 - N. Sewer Project	7,557.00	7,557.00	0.00	7,556.11	0.89	99.99 %
3080 - Debt Service	1,439.00	1,439.00	0.00	2,147.94	-708.94	149.27 %
Category: 89 - Interest Total:	495,499.00	495,499.00	44,228.00	363,523.05	131,975.95	73.37 %
Category: 90 - Other debt service costs						
3080 - Debt Service	5,042.00	5,042.00	0.00	4,332.70	709.30	85.93 %
Category: 90 - Other debt service costs Total:	5,042.00	5,042.00	0.00	4,332.70	709.30	85.93 %
Category: 91 - Capital outlay						
3005 - Water Treatment Plant	50,000.00	50,000.00	0.00	4,484.77	45,515.23	8.97 %
3010 - Trans / Distribution	0.00	0.00	0.00	13,531.00	-13,531.00	0.00 %
3052 - Sewer Treatment Plant	37,000.00	37,000.00	0.00	875.78	36,124.22	2.37 %
3062 - Sewer Trans / Collection	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
3065 - DEP Grant	0.00	85,000.00	0.00	85,500.00	-500.00	100.59 %
Category: 91 - Capital outlay Total:	92,000.00	177,000.00	0.00	104,391.55	72,608.45	58.98 %
Category: 92 - Capital contributions						
3010 - Trans / Distribution	0.00	0.00	0.00	-12,325.00	12,325.00	0.00 %
3062 - Sewer Trans / Collection	0.00	0.00	0.00	-15,580.00	15,580.00	0.00 %
Category: 92 - Capital contributions Total:	0.00	0.00	0.00	-27,905.00	27,905.00	0.00 %
Expense Total:	4,446,733.00	8,559,220.00	340,489.92	2,694,331.18	5,864,888.82	31.48 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	-4,759.71	-183,551.84	-183,551.84	0.00 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
Revenue						
Category: 34 - Charges for Services						
	1,540,727.00	1,540,727.00	139,977.05	1,112,238.35	-428,488.65	72.19 %
Category: 34 - Charges for Services Total:	1,540,727.00	1,540,727.00	139,977.05	1,112,238.35	-428,488.65	72.19 %
Category: 36 - Misc. Revenue						
	200.00	200.00	20.91	39,723.68	39,523.68	19,861.84 %
Category: 36 - Misc. Revenue Total:	200.00	200.00	20.91	39,723.68	39,523.68	19,861.84 %
Category: 38 - Non-operating Sources (Uses)						
	147,500.00	147,500.00	0.00	0.00	-147,500.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	147,500.00	147,500.00	0.00	0.00	-147,500.00	0.00 %
Revenue Total:	1,688,427.00	1,688,427.00	139,997.96	1,151,962.03	-536,464.97	68.23 %

Budget Report

For Fiscal: 2021 - 2022 Period Ending: 05/31/2022

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
7072 - Solid Waste	340,429.00	340,429.00	22,330.43	181,559.94	158,869.06	53.33 %
Category: 51 - Personal Services Total:	340,429.00	340,429.00	22,330.43	181,559.94	158,869.06	53.33 %
Category: 53 - Contractual Services						
7072 - Solid Waste	739,587.00	739,587.00	61,393.75	465,984.03	273,602.97	63.01 %
Category: 53 - Contractual Services Total:	739,587.00	739,587.00	61,393.75	465,984.03	273,602.97	63.01 %
Category: 54 - Transportation						
7072 - Solid Waste	0.00	0.00	0.00	174.89	-174.89	0.00 %
Category: 54 - Transportation Total:	0.00	0.00	0.00	174.89	-174.89	0.00 %
Category: 59 - Other Uses / Transfers						
7072 - Solid Waste	336,868.00	336,868.00	10,269.00	82,152.00	254,716.00	24.39 %
Category: 59 - Other Uses / Transfers Total:	336,868.00	336,868.00	10,269.00	82,152.00	254,716.00	24.39 %
Category: 71 - Supplies						
7072 - Solid Waste	82,650.00	82,650.00	30,750.74	73,870.30	8,779.70	89.38 %
Category: 71 - Supplies Total:	82,650.00	82,650.00	30,750.74	73,870.30	8,779.70	89.38 %
Category: 73 - Insurance						
7072 - Solid Waste	103,043.00	103,043.00	8,574.00	68,592.00	34,451.00	66.57 %
Category: 73 - Insurance Total:	103,043.00	103,043.00	8,574.00	68,592.00	34,451.00	66.57 %
Category: 74 - Repairs and maintenance						
7072 - Solid Waste	85,250.00	85,250.00	15,249.50	130,421.44	-45,171.44	152.99 %
Category: 74 - Repairs and maintenance Total:	85,250.00	85,250.00	15,249.50	130,421.44	-45,171.44	152.99 %
Category: 76 - Miscellaneous						
7072 - Solid Waste	600.00	600.00	0.00	202.00	398.00	33.67 %
Category: 76 - Miscellaneous Total:	600.00	600.00	0.00	202.00	398.00	33.67 %
Category: 91 - Capital outlay						
7072 - Solid Waste	0.00	0.00	0.00	2,620.66	-2,620.66	0.00 %
Category: 91 - Capital outlay Total:	0.00	0.00	0.00	2,620.66	-2,620.66	0.00 %
Expense Total:	1,688,427.00	1,688,427.00	148,567.42	1,005,577.26	682,849.74	59.56 %
Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	-8,569.46	146,384.77	146,384.77	0.00 %
Report Surplus (Deficit):	0.00	0.00	-156,517.19	1,222,140.92	1,222,140.92	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-100,325.29	1,591,023.53	1,591,023.53
101 - CLEW REDEV AGENCY	0.00	0.00	0.26	1.95	1.95
102 - CLEW REDEV AGENCY EXP	0.00	0.00	104.46	388.10	388.10
120 - GRANTS	0.00	0.00	-4,609.78	95,408.20	95,408.20
410 - ELECTRIC FUND	0.00	0.00	-38,357.67	-427,513.79	-427,513.79
420 - WATER/SEWER FUND	0.00	0.00	-4,759.71	-183,551.84	-183,551.84
430 - SOLID WASTE	0.00	0.00	-8,569.46	146,384.77	146,384.77
Report Surplus (Deficit):	0.00	0.00	-156,517.19	1,222,140.92	1,222,140.92

City of Clewiston
Public Works Department
Monthly Productivity Report
May 1, 2022 thru May 31, 2022

Fleet Management

Units worked on

Fire Dept.	3	Solid Waste	3
Electric Dept.	1	Streets	3
Utilities	4	Recreation	6
Police Dept.	10	Animal Control	1

Note :

All City Emergency generators were checked for service and proper running conditions.

Facility Maintenance

Clerical hrs.	22	Pressure washing hrs.	4
Plumbing hrs.	16	Painting hrs	7
Eelectrical repair hrs.	9	Building repairs hrs	79
Air conditioning repairs (Hrs)	55		

Solid Waste

Commercial (Tons)	314.27	Horticulture (Tons)	41.46
Residential (Tons)	401.12	Recycled materials (Lbs)	32
Roll-offs in service	1	Roll-off revenue	\$150.00
Tipper carts placed	5	Shopping carts collected	9
Recycled scrap metal (Tons)	0.39	Scrap metal revenue	\$55.60
Special pick ups	12	Pick up revenue	\$3,600.00

Streets and Sidewalks

Drainage

Catch basins cleaned	33	Basin debris (Tons)	4.87
Streets swept (miles)	50	Street debris (Tons)	7.71
Street repairs hrs	21	Culverts repaired (L/F)	10

Signs

Information signs	3	Equipment lettered	
Regulatory signs	5	Signs repaired	8

Landscaping

Weed control (gallons)	3	Tree trimming (Hrs)	1
Litter control (Lbs)	519	Sprinkler repairs (Hrs)	2

Note :

Staff helped set up and take down the Memorial Day ceremony at Ridglawn Cemetery.

24 Hours were spent setting up and taking down for events at the JBA

59 Hours were spent picking up trash piles by the Street Department.

Staff replaced a broken basketball goal at the Trinidad Park.

Staff repaired a damaged trash receptacle at the levee picnic table area.

UTILITIES MONTHLY ACTIVITY REPORT FOR MAY 2022

ELECTRIC DEPARTMENT

Kwh purchased	9,589,352	Month of Apr
Kwh sold	8,121,881	
Total Electric Meters	4,205	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	40	12	2	20 minutes
Street Light repairs	3			
Voltage checks	6			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	33,982	15,256	49 Million Gallons
Total Water Meters	3769		
Water Breaks	4		

SEWER PLANT

Gallons Processed	0.25	Month of Apr
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OFFICE ACTIVITY

New Accounts (Move Ins)	51
Closed Accounts (Move Outs)	28
Disconnects for Nonpayment	95
Reconnects from Nonpayment	63
Meter Rereads Completed	16
All Locates	50
All Meter Changes	27
Miscellaneous	55
Trim Tree	2
Total other Work Orders completed	40
Total Work Orders Completed by all Departments	440

City of Clewiston
 Sugarland Sports Complex
 Monthly Productivity Report

May-22

Game Field Preparation

Fields mowed (Hrs)	<u>72</u>	Field borders mowed (Hrs)	<u>N/A</u>
String trimming (Hrs)	<u>42</u>	Manual weed control (Hrs)	<u>0</u>
Fields watered (Hrs)	<u>674</u>	Sprinkler repairs (Hrs)	<u>0</u>
Field striping (Hrs)	<u>3</u>	Batter boxes marked (Hrs)	<u>0</u>
Pitching mounds rebuilt (Hrs)	<u>0</u>	Bases reset/ moved (Hrs)	<u>6</u>
Clay surfaces raked (Hrs)	<u>9</u>	Clay added to surface (Hrs)	<u>0</u>
Field top dressed (Hrs)	<u>2</u>	Fields fertilized (Hrs)	<u>17</u>
Fields aerated (Hrs)	<u>0</u>	Fields weeded (Hrs)	<u>14</u>

Park Maintenance

Fence repair (Hrs)	<u>0</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>5</u>	Garbage can empty/clean (Hrs)	<u>40</u>

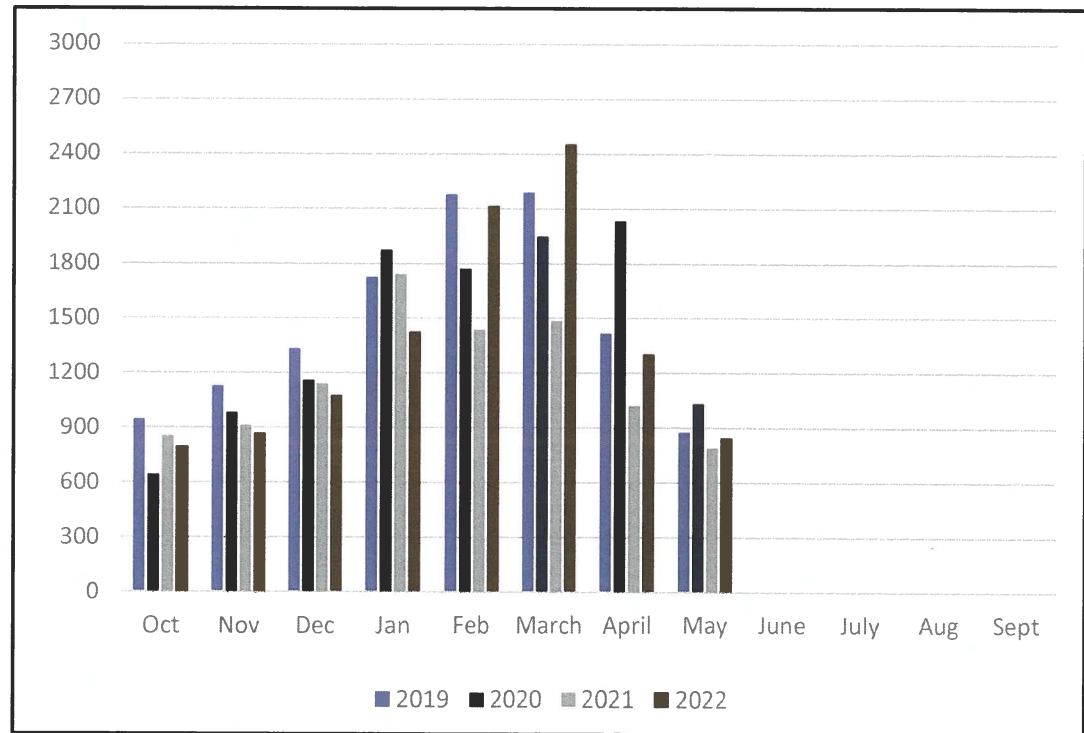
Note :

Monthly Facility & Park Rentals
MAY RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	5	2 Mobile Food Pantry, 1 High School, 1 County 1 Non Profit,
Beardley Room	1	1 High School
Youth Center	5	2 Businesses, 3 City Residents
C.S. Mott Pool	0	
STP Pavilion #1	1	Eastside Elementary
STP Pavilion #2	1	Eastside Elementary
STP Pavilion #3	2	Eastside Elementary and City Resident
STP Pavilion #4	1	Eastside Elementary
Sugarland Park Pavilion	5	1 Business, 3 City Residents, 1 County Resident
Trinidad Park	1	City Resident
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Splash Pad	1	Eastside Elementary
Chickee	0	
Sugarland Sports Complex		
Field 1	0	
Field 2	2	Little League
Field 3	1	Little League
Field 4	2	Little League
Field 5	0	
Field 6	0	
Field 7	1	Little League
Field 8	0	
Field 9	0	
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	1416	2032	1021	1303
May	873	1030	790	845
June				
July				
Aug				
Sept				
Total	11778	11434	9378	10874



2022 YTD Variance by Year		
2019	2020	2021
-8.3%	-5.1%	15.9%

Community Improvement Division

2022

Monthly

May 01 thru May 30

Code Cases Opened: 46

Case Re-inspections: 77

Notice of Violations: 13

Notice of Hearings: 2

Special Magistrate Hearing was held on May 18, 2022 with 20 agenda items heard.

Special Magistrate Orders: 5

Unfortunately Magistrate Keith Davis tendered his resignation as our Special Magistrate effective June 17, 2022. It has been a pleasure working with Mr. Davis whose thorough knowledge of the Code Enforcement Process was shared readily and openly to which I am personally grateful and extend a big thank you for his time in our service.

Our next Special Magistrate hearing is scheduled for July 26, 2022 at 2:00 pm. This is of course pending the successful replacement of the Special Magistrate position by that date.

Code Cases Resolved: 28

Code lien search requests completed: 11

Rental Inspections Completed: 10

Code Enforcement Cases

May 1, 2022 thru May 31, 2022

Status	CaseNum	GeneralCategory	Address
Opened	22-0119	Property Maintenance - Sanitation	625-627 W Aztec Ave Clewiston
Opened	22-0121	Chapter 74- Utilities	606 Orchard Park Dr Clewiston
Opened	22-0123	Chapter 18 Buildings and Building Regulations	601 W Haiti Ave Clewiston
Opened	22-0125	Chapter 18 Buildings and Building Regulations	345 W Sagamore Ave Clewiston
Opened	22-0126	Illegal Parking	301 San Luiz Ave Clewiston
Opened	22-0127	Chapter 18 Buildings and Building Regulations	336 W Trinidad Ave Clewiston
Opened	22-0129	Chapter 18 Buildings and Building Regulations	645 E Sagamore Ave Clewiston
Opened	22-0130	Chapter 74- Utilities	819 E Trinidad Ave Clewiston
Opened	22-0131	Chapter 18 Buildings and Building Regulations	733 E Concordia Ave Clewiston
Opened	22-0132	Chapter 18 Buildings and Building Regulations	504 E Osceola Ave Clewiston
Opened	22-0133	Chapter 18 Buildings and Building Regulations	604 E Pasadena Ave Clewiston
Opened	22-0134	Chapter 18 Buildings and Building Regulations	208 N Deane Duff Ave Clewiston
Opened	22-0135	Chapter 18 Buildings and Building Regulations	119 Balboa Place Clewiston
Opened	22-0136	Chapter 18 Buildings and Building Regulations	404 W Osceola Ave Clewiston
Opened	22-0139	Chapter 18 Buildings and Building Regulations	629 W Obispo Ave Clewiston
Opened	22-0141	Chapter 18 Buildings and Building Regulations	604 Sabal Ave Clewiston
Opened	22-0151	Chapter 74- Utilities	728 E Sugarland Hwy Clewiston
Opened	22-0152	Chapter 74- Utilities	708 Bond St Clewiston
Opened	22-0153	Chapter 74- Utilities	337 E Obispo Ave Clewiston
Opened	22-0154	Chapter 18 Buildings and Building Regulations	218 E Sugarland Cir Clewiston
Opened	22-0155	Chapter 18 Buildings and Building Regulations	337 W Sagamore Ave Clewiston
Opened	22-0157	Chapter 18 Buildings and Building Regulations	700 Seminole Ave Clewiston
Opened	22-0158	Chapter 18 Buildings and Building Regulations	707 S W C Owen Ave Clewiston
Opened	22-0159	Chapter 18 Buildings and Building Regulations	550 S Lopez St Clewiston
Opened	22-0162	Chapter 18 Buildings and Building Regulations	603 E Pasadena Ave Clewiston
Opened	22-0163	Chapter 74- Utilities	521 E Ventura Ave Clewiston
Resolved	21-0140	Property Maintenance - Residential	503 Bowden Rd Clewiston
Resolved	22-0088	Signs	250 N Francisco St Clewiston
Resolved	22-0095	Storage on Private Property	602 W Alverdez Ave Clewiston
Resolved	22-0103	Illegal Parking	312 W El Paso Ave Clewiston
Resolved	22-0115	Duties and responsibilities of owner and/or occupant of lot, parcel, or tract.	E Sagamore Ave Clewiston

Code Enforcement Cases

May 1, 2022 thru May 31, 2022

Resolved	22-0116	Duties and responsibilities of owner and/or occupant of lot, parcel, or tract.	E Sugarland Hwy Clewiston
Resolved	22-0117	Duties and responsibilities of owner and/or occupant of lot, parcel, or tract.	E Sagamore Ave Clewiston
Resolved	22-0118	Duties and responsibilities of owner and/or occupant of lot, parcel, or tract.	E Sagamore Ave Clewiston
Resolved	22-0120	Chapter 74- Utilities	642 E Sugarland Hwy Clewiston
Resolved	22-0122	Chapter 74- Utilities	1000 Banyan St Clewiston
Resolved	22-0124	Signs	402 E Sugarland Hwy Clewiston
Resolved	22-0128	Chapter 18 Buildings and Building Regulations	517 W Aztec Ave Clewiston
Resolved	22-0137	Chapter 74- Utilities	444 E Alverdez Ave Clewiston
Resolved	22-0138	Chapter 74- Utilities	106 E Sugarland Cir Clewiston
Resolved	22-0140	Chapter 70- Traffic and Vehicles	1501 S Francisco St Clewiston
Resolved	22-0142	Chapter 74- Utilities	420 E Alverdez Ave Clewiston
Resolved	22-0143	Chapter 74- Utilities	443 E Avenida Del Rio Clewiston
Resolved	22-0144	Chapter 74- Utilities	343 E Pasadena Ave Clewiston
Resolved	22-0145	Chapter 74- Utilities	200 Ridgewood Ave Clewiston
Resolved	22-0146	Chapter 74- Utilities	103 W Esperanza Ave Clewiston
Resolved	22-0147	Chapter 74- Utilities	239 W Avenida Del Rio Clewiston
Resolved	22-0148	Illegal Parking	434 E Sagamore Ave Clewiston
Resolved	22-0149	Illegal Parking	341 W Ventura Ave Clewiston
Resolved	22-0150	Chapter 74- Utilities	215 S Francisco St Clewiston
Resolved	22-0156	Chapter 74- Utilities	803 N Lopez St Clewiston
Resolved	22-0160	Illegal Parking	444 W Trinidad Ave Clewiston
Resolved	22-0161	Chapter 74- Utilities	343 E Obispo Ave Clewiston
Resolved	22-0164	Chapter 74- Utilities	333 Saginaw Ave Clewiston

**PROTECTIVE INSPECTIONS
ACTIVITY REPORT FOR COMMUNITY
DEVELOPMENT DEPARTMENT
May 2022**

Building Department

- Issued (33) permits
- Performed (83) inspections
- Performed (33) plan reviews
- Serviced (196) customers (both by phone & walk-ins)
- Lien searches researched – 12
- Business Licenses issued – 1
- 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

- There was no meeting.

Community Redevelopment Agency

- There was no meeting.

Building Board

- There was no meeting.

Fire Marshal & Fire Department

- (5) – Fire Inspections

The fire department responded to:

- (54) total calls

May 2022 Permits								
Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Newsouth Window Solutions	Thomas E & Sheila K Abbott	5/3/2022	BLDG-RMR	22-0132	921 N Berner Rd	27,340.00	0	224.9
Newsouth Window Solutions	Frank C & Mary K Zemonek	5/3/2022	BLDG-RMR	22-0133	719 Royal Palm Ave	11,100.00	0	141.7
	Pedro Artiles	5/3/2022	FENCE	22-0140	902 N Berner Rd	2,000.00	0	89.7
IMC Services & Designs, LLC DBA IMC Unique Designs Contracting & Services LLC	IMC Unique Designs Contracting & Services, LLC	5/4/2022	BLDG-RMC	22-0141	153 S San Gabriel St	500	0	84.5
Glades Roofing LLC	Richard V & Sue C Phelps	5/5/2022	REROOF	22-0142	327 E Avenida Del Rio	20,880.00	0	188.5
Jimmy Pittman Electrical, Inc.	of Clewiston, LLC Orchard Park	5/5/2022	ELECT	22-0143	549 Old Farm Place	1,590.00	0	144.5
Taylor Electric & Air Conditioning, Inc.	Shirley A Evans	5/10/2022	ELECT	22-0144	429 E Trinidad Ave	2,400.00	0	94.9
ADT Solar, LLC (Marc Jones Construction)	Pravin & Kashmira P Patel	5/17/2022	ELECT	22-0145	145 W Avenida Del Rio	52,594.00	0	318.9
Owner	of Clewiston, LLC Orchard Park	5/10/2022	FENCE	22-0146	709 Harvest Ln	3,000.00	0	94.9
Owner	James Langston	5/10/2022	DRIVEWAY	22-0147	706 W Avenida Del Rio	4,000.00	0	100.1
Owner	Opal R Hancock	5/10/2022	BLDG-RMR	22-0148	720 Cortez St	1,447.00	0	84.5
Owner	Derek E & Anna M Duplooy	5/10/2022	CONCRETE	22-0149	203 Via Del Aqua	5,000.00	0	105.3
Glades Roofing LLC	Richard V Phelps	5/10/2022	REROOF	22-0150	411 W Haiti Ave	9,600.00	0	131.3
Owner	James & Stephanie Robertson	5/10/2022	ACC-BLDG	22-0151	1040 Bayberry Loop	2,300.00	0	94.9
Lock Tight Impact windows and doors, Inc	Annabelle Moore	5/12/2022	BLDG-RMR	22-0152	312 W Avenida Del Rio	22,000.00	0	193.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	5/12/2022	ROOF	22-0153	211 Ridgewood Ave	12,000.00	0	141.7
Vision Solar, LLC	Mario D & Maria E Filiponi	5/13/2022	ELECT	22-0154	439 W Aztec Ave	17,000.00	167.7	0

Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Titus Johnson	5/16/2022	REROOF	22-0155	206 Lotus St	7,500.00	0	120.9
Cross Construction Services, Inc	John J Nevins	5/16/2022	DEMO-RES	22-0156	208 N Deane Duff Ave	32,000.00	0	50
David's Carpentry & Concrete, Inc.	Jose & Rose Marie Muniz	5/19/2022	BLDG-RMR	22-0157	702 S W C Owen Ave	49,725.00	0	339.3
	Elliot Chute	5/23/2022	FENCE	22-0158	616 Sabal Ave	1,600.00	0	84.5
Universal Group	George O Bookal	5/23/2022	REROOF	22-0159	1023 W Aztec Ave	9,700.00	0	131.3
ACE ELECTRICAL SYSTEMS	McDonald's Restaurant-Duplicate	5/23/2022	ELECT	22-0160	905 W Sugarland Hwy	18,000.00	0	172.9
David's Carpentry & Concrete, Inc.	Chris Vary	5/25/2022	BLDG-COM	22-0161	820 E Trinidad Ave	60,000.00	0	391.3
Severn River Group, LLC	Xiomara Escamilla Canizares & Rafael Ramos Rodriguez	5/25/2022	DEMO-RES	22-0162	434 E Sagamore Ave	6,000.00	0	50
Owner	Martin J & Adela Vallejo	5/26/2022	ACC-BLDG	22-0163	1024 Bayberry Loop	7,676.00	0	120.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Christine E Howell	5/26/2022	REROOF	22-0164	112-114 W Crescent Dr	7,500.00	0	120.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	S T O F Holdings LTD	5/26/2022	REROOF	22-0165	1042 Bayberry Loop	20,300.00	0	188.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Pascual & Enelida Lezcano Gonzalez	5/26/2022	REROOF	22-0166	420 W Alverde Ave	16,000.00	0	162.5
	Pedro & Gloria Rico	5/26/2022	REROOF	22-0167	322 W Alverde Ave	7,572.00	0	120.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Jeffrey B & Cynthia A. Edwards	5/26/2022	REROOF	22-0168	906 N Berner Rd	18,568.00	0	178.1
Taylor Electric & Air Conditioning, Inc.	U. S. Sugar Corp.	5/31/2022	ELECT	22-0169	0 Arroyo Ave	1,500.00	0	84.5
RomArc Construction Services LLC	William & Betty Lou Griswold	5/31/2022	CONCRETE	22-0170	609 Ponce De Leon Ave	1,000.00	0	84.5
Total 33					Total	459,392.00	167.7	4635

May 2022 Inspections			
Permit#	Inspection Type	Result	Inspected Date
21-0255	WINDOW/DOOR	Pass	5/4/2022
21-0255	BLDG-FNL	Pass	5/4/2022
21-0361	STUCCO	NC	5/4/2022
21-0361	PLMB-RGH	Pass	5/4/2022
22-0003	ELECT-R	Pass	5/4/2022
22-0003	PLMB-RGH	NC	5/4/2022
22-0003	A/C -RGH	NC	5/4/2022
22-0020	Pool Pipe Pressure Te	Pass	5/4/2022
22-0094	FINAL	Pass	5/4/2022
22-0106	Driveway Rough	Pass	5/4/2022
21-0145	TRUSS	Pass	5/5/2022
21-0145	SHEATHIN	Pass	5/5/2022
21-0213	ELECT-F	Pass	5/5/2022
21-0366	ELECT-F	Pass	5/5/2022
21-0379	FINAL	Pass	5/5/2022
21-0408	A/C	NC	5/5/2022
22-0020	Pool Deck	Pass	5/5/2022
22-0022	DRY-IN	Pass	5/5/2022
22-0032	FOUND	Pass	5/5/2022
22-0074	ELECT-F	Pass	5/5/2022
22-0126	DRY-IN	Pass	5/6/2022
22-0032	FOUND	Pass	5/10/2022
21-0360	FRAME	Pass	5/11/2022
21-0360	ELECT-R	Pass	5/11/2022
21-0360	PLUMB-R	NC	5/11/2022
21-0360	PLUMB-R	Pass	5/11/2022
21-0361	EXTERIOR WALLS	Pass	5/11/2022
21-0361	FRAME	Pass	5/11/2022
21-0361	STUCCO	Pass	5/11/2022
22-0003	PLMB-RGH	Pass	5/11/2022
22-0022	FINAL	Pass	5/11/2022
22-0066	WINDOW/DOOR	NC	5/11/2022
22-0126	FINAL	Pass	5/11/2022
22-0135	FINAL	Pass	5/11/2022
22-0143	ELECT-R	NC	5/11/2022
22-0000	FINAL	Pass	5/12/2022
22-0111	Pool Pipe Pressure Te	Pass	5/12/2022
22-0111	Pool Equipment Bond	Pass	5/12/2022
22-0111	Pool Set Backs	Pass	5/12/2022
22-0143	ELECT-R	NC	5/12/2022
20-0281	Final	Pass	5/16/2022
21-0331	BLDG-FNL	Pass	5/16/2022
21-0331	SETBACK	Pass	5/16/2022
21-0357	FINAL	Pass	5/16/2022
21-0357	SETBACK	Pass	5/16/2022

22-0119	DRY-IN	Pass	5/16/2022
22-0124	DRY-IN	Pass	5/16/2022
22-0142	DRY-IN	NC	5/16/2022
21-0145	ELECT-R	NC	5/17/2022
21-0259	ELECT-R	Pass	5/17/2022
21-0360	INSUL	Pass	5/17/2022
21-0361	DRYWALL	Pass	5/17/2022
22-0003	A/C -RGH	NC	5/17/2022
22-0003	ELECT-R	Pass	5/17/2022
22-0072	FOOTER/REBAR	Pass	5/17/2022
22-0112	FORM BOARD	Pass	5/17/2022
22-0121	DRY-IN	Pass	5/17/2022
22-0140	Final	Pass	5/17/2022
22-0143	ELECT-R	Pass	5/17/2022
21-0270	DRY-IN	Pass	5/18/2022
21-0270	FINAL	Pass	5/18/2022
22-0100	Final	Pass	5/18/2022
22-0112	DRY IN	Pass	5/18/2022
22-0142	DRY-IN	Pass	5/19/2022
22-0112	FRAME	Pass	5/20/2022
22-0125	DRY-IN	Pass	5/20/2022
21-0361	DRY IN	Pass	5/23/2022
22-0105	BLDG-FNL	Pass	5/23/2022
22-0134	FINAL	Pass	5/23/2022
22-0144	ELECT-F	Pass	5/23/2022
22-0033	DRY-IN	Pass	5/25/2022
22-0066	WINDOW/DOOR	Pass	5/25/2022
22-0071	FRAME	Pass	5/25/2022
22-0160	ELECT-R	Pass	5/25/2022
22-0003	A/C -RGH	Pass	5/26/2022
22-0112	SHEATHIN	Pass	5/26/2022
22-0150	DRY-IN	Pass	5/26/2022
22-0059	FORM BOARD	Pass	5/31/2022
22-0101	WINDOW/DOOR	NC	5/31/2022
22-0112	FINAL	Pass	5/31/2022
22-0142	FINAL	Pass	5/31/2022
22-0150	FINAL	Pass	5/31/2022
22-0160	ELECT-R	Pass	5/31/2022
Total 83			

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: 06/01/2022 02:05:47
 Report Date From: 05/01/2022
 Report Date To: 05/31/2022
 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

		May 2022	Total
911	Inbound	756	756
	Abandoned	92	92
	Abandoned %	10.85%	10.85%
	NSI %	7.31%	7.31%
	Unparsed	0	0
	Total	848	848
911 Non-NSI	Inbound	706	706
	Abandoned	80	80
	Abandoned %	10.18%	10.18%
	Total	786	786
911 NSI	Inbound	50	50
	Abandoned	12	12
	Abandoned %	19.35%	19.35%
	Total	62	62
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	48.6	48.6
	Total	848	848

PSAP Ring Time

Clewiston PD
 4425 West State Road 80
 La Belle, FL 33935

County: Hendry

Month - Year: May 2022
 Agency Affiliation: Police
 PSAP Size: Extra Large

Report Date: 06/01/2022 02:05:49
 Report Date From: 05/01/2022
 Report Date To: 05/31/2022
 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	33	0	0	0	1	0	0	34	49.2	97.06 %	97.06 %	97.06 %	97.06 %
01:00	17	1	0	0	0	0	0	18	31.8	94.44 %	100.00 %	100.00 %	100.00 %
02:00	17	1	0	0	0	0	0	18	42.9	94.44 %	100.00 %	100.00 %	100.00 %
03:00	15	0	0	0	1	1	0	17	72.9	88.24 %	88.24 %	88.24 %	88.24 %
04:00	13	1	0	0	0	0	0	14	32.0	92.86 %	100.00 %	100.00 %	100.00 %
05:00	9	0	0	0	0	0	0	9	41.1	100.00 %	100.00 %	100.00 %	100.00 %
06:00	20	0	1	0	0	0	0	21	46.4	95.24 %	95.24 %	100.00 %	100.00 %
07:00	25	4	1	1	0	0	0	31	54.5	80.65 %	93.55 %	96.77 %	100.00 %
08:00	23	4	0	0	0	0	0	27	52.9	85.19 %	100.00 %	100.00 %	100.00 %
09:00	26	2	1	0	0	0	0	29	56.2	89.66 %	96.55 %	100.00 %	100.00 %
10:00	34	3	0	0	0	0	0	37	59.0	91.89 %	100.00 %	100.00 %	100.00 %
11:00	39	2	2	0	0	0	0	43	48.2	90.70 %	95.35 %	100.00 %	100.00 %
12:00	34	4	0	0	0	0	0	38	52.9	89.47 %	100.00 %	100.00 %	100.00 %
13:00	41	8	2	3	0	0	0	54	46.5	75.93 %	90.74 %	94.44 %	100.00 %
14:00	42	3	0	0	0	0	0	45	66.8	93.33 %	100.00 %	100.00 %	100.00 %
15:00	59	4	0	0	0	0	0	63	45.0	93.65 %	100.00 %	100.00 %	100.00 %
16:00	42	2	0	0	0	0	0	44	44.8	95.45 %	100.00 %	100.00 %	100.00 %
17:00	47	1	0	0	0	0	0	48	64.8	97.92 %	100.00 %	100.00 %	100.00 %
18:00	53	4	0	0	0	0	0	57	47.6	92.98 %	100.00 %	100.00 %	100.00 %
19:00	57	1	0	0	0	0	0	58	44.7	98.28 %	100.00 %	100.00 %	100.00 %
20:00	43	0	0	0	0	0	0	43	34.9	100.00 %	100.00 %	100.00 %	100.00 %
21:00	38	0	0	0	0	0	0	38	37.5	100.00 %	100.00 %	100.00 %	100.00 %
22:00	30	0	0	0	0	0	0	30	35.9	100.00 %	100.00 %	100.00 %	100.00 %
23:00	31	1	0	0	0	0	0	32	43.5	96.88 %	100.00 %	100.00 %	100.00 %
Total:	788	46	7	4	2	1	0	848	48.6	92.92 %	98.35 %	99.17 %	99.65 %
Overall %:	92.92%	5.42%	0.83%	0.47%	0.24%	0.12%	0.00%						

PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: May 2022

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 06/01/2022 02:05:49

Report Date From: 05/01/2022

Report Date To: 05/31/2022

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Days Of Week: All

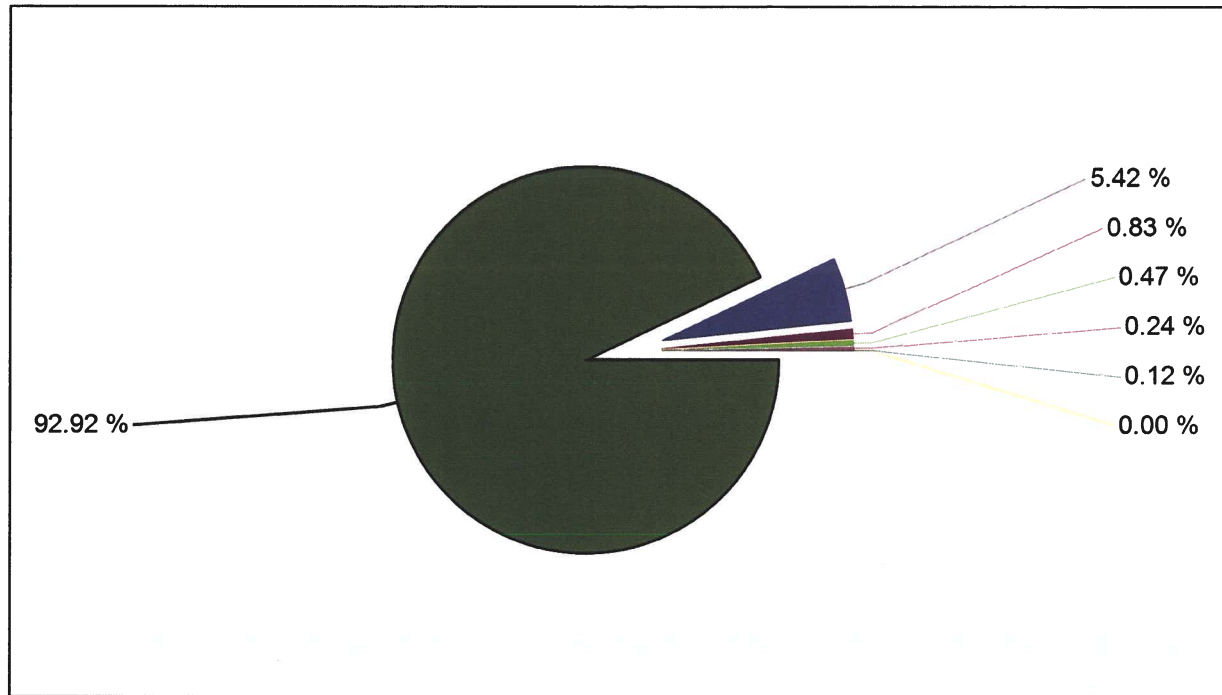
Call Type: 911 Calls

Abandoned Filters: Include Abandoned

Agency Affiliation: All

PSAP Size: All

PSAP Ring Time



0 - 10 Seconds 16 - 20 Seconds 41 - 60 Seconds 61 - 120 Seconds 120+ Seconds
11 - 15 Seconds 21 - 40 Seconds



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

Call Type Summary

Date Range: between 5/1/2022 and 5/31/2022

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
ABANDONED VEHICLE	1	00 hours 7 mins	00 hours 7 mins
ALARM	45	08 hours 14 mins	00 hours 10 mins
ANIMAL COMPLAINT	79	91 hours 56 mins	01 hours 10 mins
ARMED	1	02 hours 6 mins	02 hours 6 mins
ASSAULT	1	01 hours 5 mins	01 hours 5 mins
ASSIST OTHER AGENCY	36	17 hours 33 mins	00 hours 29 mins
BAKER/MARCHMAN ACT	1	01 hours 21 mins	01 hours 21 mins
BATTERY	3	04 hours 13 mins	01 hours 24 mins
BEVERAGE LAW VIOLATION	1	00 hours 31 mins	00 hours 31 mins
BRUSH FIRE	3	00 hours 46 mins	00 hours 15 mins
BURGLARY TO A RESIDENCE	1	00 hours 42 mins	00 hours 42 mins
BURGLARY TO A VEHICLE	2	01 hours 14 mins	00 hours 37 mins
BUSINESS CHECK	714	30 hours 30 mins	00 hours 3 mins
BUSINESS ESCORT	28	14 hours 10 mins	00 hours 30 mins
CITIZEN ASSIST	67	49 hours 25 mins	00 hours 44 mins
CITY ORDINANCE VIOLATION	12	01 hours 1 mins	00 hours 5 mins
CIVIL MATTER	1	00 hours 36 mins	00 hours 36 mins
CRIMINAL MISCHIEF	7	11 hours 56 mins	01 hours 42 mins
DISTURBANCE	29	09 hours 50 mins	00 hours 20 mins
DRUG CASE	1	00 hours 25 mins	00 hours 25 mins
DRUNK DRIVER	2	04 hours 31 mins	02 hours 15 mins
DRUNK PEDESTRIAN	1	00 hours 26 mins	00 hours 26 mins
FIGHT /AFFRAY	2	00 hours 54 mins	00 hours 27 mins
FOLLOW UP	36	21 hours 47 mins	00 hours 36 mins

Call Type Summary
Date Range: between 5/1/2022 and 5/31/2022

Call Type	# of Calls	Total Time	Average Time
FORGERY / FRAUD	3	02 hours 48 mins	00 hours 56 mins
FOUND/ CONFISCATED NARCOTICS	4	01 hours 37 mins	00 hours 24 mins
FUNERAL ESCORT	1	00 hours 13 mins	00 hours 13 mins
HIT AND RUN ACCIDENT	4	01 hours 5 mins	00 hours 16 mins
ILLEGAL BURN	2	00 hours 21 mins	00 hours 11 mins
INFORMATION	13	07 hours 20 mins	00 hours 34 mins
JUVENILE SITUATION	5	01 hours 42 mins	00 hours 21 mins
LANDING ZONE	1	00 hours 39 mins	00 hours 39 mins
LEGAL ADVICE	9	02 hours 59 mins	00 hours 20 mins
LEWD LASCIVIOUS BEHAVIOR	2	00 hours 42 mins	00 hours 20 mins
LOST /STOLEN TAG	2	00 hours 34 mins	00 hours 17 mins
LOST/ FOUND PROPERTY	4	03 hours 32 mins	00 hours 53 mins
NOISE COMPLAINT	8	01 hours 17 mins	00 hours 10 mins
OTHER NOT LISTED	2	00 hours 50 mins	00 hours 25 mins
PARKING VIOLATION	22	04 hours 20 mins	00 hours 12 mins
PRISONER TRANSPORT	10	07 hours 40 mins	00 hours 45 mins
RECKLESS DRIVER	9	03 hours 27 mins	00 hours 22 mins
RECOVERED VEHICLE	1	00 hours 38 mins	00 hours 38 mins
RESIDENCE CHECK	550	11 hours 18 mins	00 hours 1 mins
SCHOOL CROSSING	2	01 hours 22 mins	00 hours 41 mins
SECURITY CHECK	3	02 hours 29 mins	00 hours 50 mins
SEX CRIME	1	05 hours 53 mins	05 hours 53 mins
SICK PERSON/AMBULANCE	20	05 hours 16 mins	00 hours 16 mins
SPECIAL DETAIL	6	43 hours 26 mins	07 hours 14 mins
STOLEN VEHICLE	1	01 hours 26 mins	01 hours 26 mins
STRUCTURE FIRE	3	01 hours 34 mins	00 hours 31 mins
SUSPICIOUS INCIDENT	11	02 hours 34 mins	00 hours 13 mins
SUSPICIOUS PERSON	16	04 hours 43 mins	00 hours 18 mins
SUSPICIOUS VEHICLE	18	01 hours 37 mins	00 hours 5 mins
THEFT	5	02 hours 25 mins	00 hours 28 mins
TRAFFIC PROBLEM	5	01 hours 57 mins	00 hours 23 mins
TRAFFIC STOP	195	18 hours 33 mins	00 hours 6 mins
TRESPASSING	4	02 hours 24 mins	00 hours 36 mins
UNVERIFIED 911	11	04 hours 2 mins	00 hours 22 mins
UNWANTED GUEST	13	04 hours 21 mins	00 hours 20 mins
VEHICLE ACCIDENT	25	16 hours 54 mins	00 hours 41 mins
VEHICLE ACCIDENT/ DEPT UNIT	1	03 hours 22 mins	03 hours 22 mins
VERIFY VIN	1	00 hours 21 mins	00 hours 21 mins
WARRANT	4	02 hours 13 mins	00 hours 33 mins
WELFARE CHECK	8	05 hours 57 mins	00 hours 45 mins



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
06/01/2022 06:54:18

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD008934 PUnit: 550 JONES W	05/29/2022 11:44:01	ANIMAL CONTROL CALL	1388 HOOKERS POINT RD	S35 Z	
CLPD22CAD008871 PUnit: 551 RODRIGUEZ J	05/28/2022 12:38:02	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD008768 PUnit: 550 JONES W	05/27/2022 18:34:45	ANIMAL COMPLAINT	1058 COMMERCE DR	S35 Z	
CLPD22CAD008756 PUnit: 551 RODRIGUEZ J	05/27/2022 10:00:36	ANIMAL CONTROL CALL	FORT MYERS ANIMAL SHELTER	S35 Z	
CLPD22CAD008754 PUnit: 551 RODRIGUEZ J	05/27/2022 8:51:14	ANIMAL CONTROL CALL	S W C OWEN AVE	S35 Z	
CLPD22CAD008720 PUnit: 550 JONES W	05/26/2022 16:53:55	ANIMAL COMPLAINT	220 RODEO DR	S35 Z	
CLPD22CAD008719 PUnit: 550 JONES W	05/26/2022 15:50:26	ANIMAL COMPLAINT	1951 E SR 80	S35 Z	
CLPD22CAD008663 PUnit: 550 JONES W	05/25/2022 9:51:56	ANIMAL CONTROL CALL	1172 HOOKERS POINT RD	S35 Z	
CLPD22CAD008599 PUnit: 550 JONES W	05/24/2022 17:45:03	ANIMAL COMPLAINT	9500 MARKETPLACE RD	S35 Z	
CLPD22CAD008594 PUnit: 550 JONES W	05/24/2022 12:32:28	ANIMAL CONTROL CALL	1172 HOOKERS POINT RD	S35 Z	
CLPD22CAD008593 PUnit: 550 JONES W	05/24/2022 12:22:42	ANIMAL CONTROL CALL	713 POINSETTA ST	S35 Z	
CLPD22CAD008590 PUnit: 550 JONES W	05/24/2022 10:56:46	ANIMAL COMPLAINT	APPALOOSA AVE	S35 Z	
CLPD22CAD008589 PUnit: 550 JONES W	05/24/2022 10:04:00	ANIMAL CONTROL CALL	1951 E SR 80	S35 Z	
CLPD22CAD008518 PUnit: 550 JONES W	05/23/2022 15:04:36	ANIMAL COMPLAINT	FLAGHOLE RD	S35 Z	
CLPD22CAD008511 PUnit: 550 JONES W	05/23/2022 9:59:00	ANIMAL CONTROL CALL	1102 VIRGINIA AVE	S35 Z	



CLEWISTON POLICE DEPARTMENT

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Printed By:
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Printed On:
06/01/2022 06:54:18

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD008508 PUnit: 550 JONES W	05/23/2022 8:21:50	ANIMAL CONTROL CALL	200 W CIRCLE DR	S35 Z	
CLPD22CAD008506 PUnit: 550 JONES W	05/23/2022 7:51:02	ANIMAL CONTROL CALL	S W C OWEN AVE	S35 Z	
CLPD22CAD008394 PUnit: 551 RODRIGUEZ J	05/21/2022 12:46:39	ANIMAL CONTROL CALL	1005 W SUGARLAND HWY	S35 S	
CLPD22CAD008299 PUnit: 550 JONES W	05/20/2022 15:03:52	ANIMAL COMPLAINT	10405 SOUTHERN BLVD	S35 Z	
CLPD22CAD008292 PUnit: 550 JONES W	05/20/2022 8:47:45	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD008288 PUnit: 551 RODRIGUEZ J	05/20/2022 7:25:31	ANIMAL CONTROL CALL	10405 SOUTHERN BLVD	S35 Z	
CLPD22CAD008219 PUnit: 550 JONES W	05/19/2022 15:06:44	ANIMAL COMPLAINT	505 E SAGAMORE AVE	S35 Z	
CLPD22CAD008205 PUnit: 550 JONES W	05/19/2022 10:59:43	ANIMAL CONTROL CALL	2799 OAKLAND DR	S35 Z	
CLPD22CAD008177 PUnit: 550 JONES W	05/19/2022 9:13:51	ANIMAL CONTROL CALL	655 N FRONDA ST	S35 Z	
CLPD22CAD008119 PUnit: 550 JONES W	05/18/2022 10:43:31	ANIMAL CONTROL CALL	601 CARIBBEAN AVE	S35 Z	
CLPD22CAD008118 PUnit: 550 JONES W	05/18/2022 10:33:08	ANIMAL CONTROL CALL	38840 STATE ROAD 80	S35 Z	
CLPD22CAD008114 PUnit: 550 JONES W	05/18/2022 8:49:59	ANIMAL CONTROL CALL	601 CARIBBEAN AVE	S35 Z	
CLPD22CAD008113 PUnit: 550 JONES W	05/18/2022 8:35:10	ANIMAL CONTROL CALL	700 S BERNER RD	S35 Z	
CLPD22CAD008047 PUnit: 550 JONES W	05/17/2022 13:10:02	ANIMAL CONTROL CALL	1550 OLD US HWY 27 237	S35 Z	
CLPD22CAD008046	05/17/2022 13:02:23	ANIMAL CONTROL CALL	455 N KENNEL ST	S35 Z	



CLEWISTON POLICE DEPARTMENT

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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 550 JONES W					
CLPD22CAD008043	05/17/2022 12:35:43	ANIMAL CONTROL CALL	601 CARIBBEAN AVE	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD008040	05/17/2022 12:28:39	ANIMAL CONTROL CALL	875 N LIVE OAK ST	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD008039	05/17/2022 12:07:46	ANIMAL CONTROL CALL	209 TAFT BLVD	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD008037	05/17/2022 10:59:57	ANIMAL CONTROL CALL	196 TAFT BLVD	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD008034	05/17/2022 10:19:05	ANIMAL CONTROL CALL	601 CARIBBEAN AVE	S35 Z	
PUnit: 550 JONES W					
CLPD22CAD008013	05/16/2022 20:17:27	ANIMAL CONTROL CALL	100 MYRTLE LN	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD008002	05/16/2022 16:31:37	ANIMAL COMPLAINT	HUNTING CLUB AVE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD007999	05/16/2022 16:11:28	ANIMAL COMPLAINT	193 AVENIDA DEL CLUB	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD007998	05/16/2022 15:20:06	ANIMAL COMPLAINT	875 N LIVE OAK ST	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD007995	05/16/2022 11:16:30	ANIMAL CONTROL CALL	1245 FLORIDA AVE	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD007871	05/14/2022 19:20:06	ANIMAL COMPLAINT	107 RIDGEWOOD AVE	S35 Z	
PUnit: 514 MIXON C BUnit1: 551					
CLPD22CAD007870	05/14/2022 19:16:08	ACCIDENT DEPARTMENT	102 RIDGEWOOD AVE	S4D Z	
PUnit: 551 RODRIGUEZ J BUnit1: 507					
CLPD22CAD007811	05/13/2022 20:59:26	ANIMAL COMPLAINT	840 TWIN LAKES DR	S35 Z	
PUnit: 551 RODRIGUEZ J					
CLPD22CAD007692	05/12/2022 11:01:47	ANIMAL CONTROL CALL	1218 LOUISIANA AVE	S35 Z	
PUnit: 550 JONES W					



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CALL HISTORY LISTING

Printed By:
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Printed On:
06/01/2022 06:54:18

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD007690 PUnit: 550 JONES W	05/12/2022 10:51:21	ANIMAL CONTROL CALL	323 E CRESCENT DR	S35 Z	
CLPD22CAD007671 PUnit: 550 JONES W	05/11/2022 15:31:16	ANIMAL COMPLAINT	1218 LOUISIANA AVE	S35 Z	
CLPD22CAD007670 PUnit: 550 JONES W	05/11/2022 15:23:52	ANIMAL COMPLAINT	902 FLORIDA AVE	S35 Z	
CLPD22CAD007604 PUnit: 551 RODRIGUEZ J	05/10/2022 16:16:05	ANIMAL COMPLAINT	902 FLORIDA AVE	S35 Z	
CLPD22CAD007571 PUnit: 551 RODRIGUEZ J	05/10/2022 10:20:33	ANIMAL CONTROL CALL	S CARMITA ST	S35 S	
CLPD22CAD007486 PUnit: 551 RODRIGUEZ J	05/09/2022 14:48:37	ANIMAL CONTROL CALL	323 W CRESCENT DR	S35 Z	
CLPD22CAD007484 PUnit: 551 RODRIGUEZ J	05/09/2022 14:32:48	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD007451 PUnit: 551 RODRIGUEZ J	05/09/2022 10:45:28	ANIMAL CONTROL CALL	500 W SAGAMORE AVE ER	S35 Z	
CLPD22CAD007414 PUnit: 511 MYERS R BUnit1: 505 BUnit2: 508 BUnit3: 516 BUnit4: 551	05/09/2022 7:03:07	DEAD PERSON	404 W OSCEOLA AVE	S37 A	CLPD22OFF000236
CLPD22CAD007282 PUnit: 550 JONES W	05/06/2022 10:37:54	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD007281 PUnit: 550 JONES W	05/06/2022 9:36:40	ANIMAL CONTROL CALL	675 N WILLOW ST	S35 Z	
CLPD22CAD007280 PUnit: 550 JONES W	05/06/2022 8:55:22	ANIMAL CONTROL CALL	620 N RIVERSIDE ST	S35 Z	
CLPD22CAD007257 PUnit: 550 JONES W	05/05/2022 13:11:21	ANIMAL CONTROL CALL	323 W CRESCENT DR	S35 Z	
CLPD22CAD007255 PUnit: 550 JONES W	05/05/2022 12:03:06	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD007224 PUnit: 551 RODRIGUEZ J	05/04/2022 16:42:31	ANIMAL CONTROL CALL	410 W ARROYO AVE	S35 Z	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
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Printed On:
06/01/2022 06:54:19

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD22CAD007215 PUnit: 551 RODRIGUEZ J	05/04/2022 12:37:54	ANIMAL CONTROL CALL	4995 HOLIDAY ISLES	S35 Z	
CLPD22CAD007208 PUnit: 551 RODRIGUEZ J	05/04/2022 12:12:32	ANIMAL CONTROL CALL	803 RIDGEWOOD AVE	S35 Z	
CLPD22CAD007189 PUnit: 551 RODRIGUEZ J	05/04/2022 11:09:57	ANIMAL CONTROL CALL	323 W CRESCENT DR	S35 Z	
CLPD22CAD007175 PUnit: 551 RODRIGUEZ J	05/04/2022 9:20:06	ANIMAL CONTROL CALL	516 E SAGAMORE AVE	S35 Z	
CLPD22CAD007148 PUnit: 551 RODRIGUEZ J	05/03/2022 18:57:24	ANIMAL CONTROL CALL	580 MERIT ST	S35 Z	
CLPD22CAD007136 PUnit: 551 RODRIGUEZ J	05/03/2022 13:01:33	ANIMAL CONTROL CALL	850 S MAYORAL ST	S35 Z	
CLPD22CAD007135 PUnit: 551 RODRIGUEZ J	05/03/2022 12:25:35	ANIMAL CONTROL CALL	323 E CRESCENT DR	S35 Z	
CLPD22CAD007134 PUnit: 551 RODRIGUEZ J	05/03/2022 12:21:26	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD007082 PUnit: 551 RODRIGUEZ J	05/02/2022 14:59:09	ANIMAL COMPLAINT	1590 RIDGDILL RD	S35 Z	
CLPD22CAD007080 PUnit: 550 JONES W	05/02/2022 13:52:20	ANIMAL CONTROL CALL	615 N CABBAGE PALM ST	S35 Z	
CLPD22CAD007077 PUnit: 550 JONES W	05/02/2022 12:24:16	ANIMAL CONTROL CALL	612 N CABBAGE PALM ST	S35 Z	
CLPD22CAD007070 PUnit: 550 JONES W	05/02/2022 10:20:23	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
CLPD22CAD007038 PUnit: 550 JONES W	05/01/2022 18:23:20	ANIMAL CONTROL CALL	500 W SAGAMORE AVE ER	S35 O	
CLPD22CAD007028 PUnit: 550 JONES W	05/01/2022 8:35:53	ANIMAL CONTROL CALL	1010 NALLS CT	S35 Z	

Animals Inducted by Date and Species

Criteria:

Enter from date: 05/01/2022

Enter to date: 05/31/2022

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
U2022092	Silver	U (Unwanted Cat)	05/01/2022			5 days.
U2022089	Riley	U (Unwanted Cat)	05/03/2022			1 week.
U2022090	Reece	U (Unwanted Cat)	05/03/2022			1 week.
U2022088	Rainy	U (Unwanted Cat)	05/03/2022			1 week.
S2022181	Rory	S (Stray Cat)	05/03/2022			1 week.
S2022185	Shelby Baby 2	S (Stray Cat)	05/04/2022			1 week.
S2022186	Shelby Baby 3	S (Stray Cat)	05/04/2022			1 week.
S2022184	Shelby Baby 1	S (Stray Cat)	05/04/2022			1 week.
S2022183	Shelby	S (Stray Cat)	05/04/2022			1 week.
S2022187	Shelby Baby 4	S (Stray Cat)	05/04/2022			1 week.
U2022091	Miso	U (Unwanted Cat)	05/04/2022			1 day.
S2022182	Ragu	S (Stray Cat)	05/04/2022			4 weeks.
		U (Unwanted				

U2022094	Abby	Cat)	05/05/2022			1 day.
U2022093	Daniella	U (Unwanted Cat)	05/05/2022			1 day.
U2022095	Martha	U (Unwanted Cat)	05/05/2022			1 day.
S2022188	Chili	S (Stray Cat)	05/05/2022			1 day.
S2022192	Stevie	S (Stray Cat)	05/05/2022			3 weeks.
S2022189	Pear	S (Stray Cat)	05/06/2022			1 week.
U2022096	Micha	U (Unwanted Cat)	05/06/2022		Hope Crooks Clewiston FL	1 week.
S2022190	Tic	S (Stray Cat)	05/09/2022			2 days.
S2022191	Tac	S (Stray Cat)	05/09/2022			1 week.
U2022097	Savvy	U (Unwanted Cat)	05/11/2022			3 weeks.
S2022194	Sage	S (Stray Cat)	05/11/2022			1 day.
S2022193	Parsley	S (Stray Cat)	05/11/2022			1 day.
U2022100	Missy	U (Unwanted Cat)	05/11/2022			2 days.
S2022197	Tempo	S (Stray Cat)	05/11/2022			4 days.
S2022232	Garnet	S (Stray Cat)	05/12/2022			2 weeks.
F2022013	Harley	F (Feral Cat)	05/12/2022			1 week.

S2022233	Gold	S (Stray Cat)	05/12/2022			2 weeks.
S2022203	Dizzy	S (Stray Cat)	05/12/2022		Raini Cypress 30290 Josie Billy Hwy Clewiston FL 33440	4 days.
S2022234	Hope Foster 3	S (Stray Cat)	05/12/2022			3 weeks.
S2022206	Suzu	S (Stray Cat)	05/12/2022			2 weeks.
U2022098	Remi	U (Unwanted Cat)	05/12/2022			3 weeks.
S2022208	Aries	S (Stray Cat)	05/12/2022			2 weeks.
S2022196	Smokey	S (Stray Cat)	05/12/2022			4 days.
S2022195	Oscar	S (Stray Cat)	05/12/2022			1 week.
S2022205	Mama Sally	S (Stray Cat)	05/12/2022			3 weeks.
S2022198	Siggy	S (Stray Cat)	05/13/2022			2 days.
S2022199	Figgy	S (Stray Cat)	05/13/2022			2 days.
U2022102	Tarot	U (Unwanted Cat)	05/13/2022			6 days.
S2022218	Mandy Baby 4	S (Stray Cat)	05/13/2022			5 days.
S2022217	Mandy Baby 3	S (Stray Cat)	05/13/2022			5 days.
S2022200	Jiggy	S (Stray Cat)	05/13/2022			2 days.

S2022207	Mama Mandy	S (Stray Cat)	05/13/2022			5 days.
S2022204	Laci	S (Stray Cat)	05/13/2022			1 week.
U2022099	Blackie	U (Unwanted Cat)	05/13/2022		<i>Kim Royal</i> 205 E Esperanza Clewiston FL 33440	2 weeks.
U2022101	Raven	U (Unwanted Cat)	05/13/2022			6 days.
S2022216	Mandy Baby 2	S (Stray Cat)	05/13/2022			5 days.
S2022209	Tilly	S (Stray Cat)	05/14/2022			2 days.
S2022202	Daisy	S (Stray Cat)	05/14/2022			0 days.
S2022201	Daffy	S (Stray Cat)	05/14/2022			0 days.
S2022211	Nutmeg	S (Stray Cat)	05/16/2022			0 days.
S2022215	Mandy Baby 1	S (Stray Cat)	05/16/2022			2 days.
U2022104	Feta	U (Unwanted Cat)	05/16/2022			2 weeks.
U2022103	Batman	U (Unwanted Cat)	05/16/2022			2 weeks.
S2022210	Snowflake	S (Stray Cat)	05/16/2022			0 days.
U2022105	Mai Tai	U (Unwanted Cat)	05/16/2022	<i>Griselda Garcia</i> 445 W Haiti Clewiston FL 33440		1 week.
S2022213	Friday	S (Stray Cat)	05/17/2022			2 days.
S2022212	Trix	S (Stray Cat)	05/17/2022			2 days.

U2022111	Sunday	U (Unwanted Cat)	05/17/2022			2 days.
S2022214	Tuesday	S (Stray Cat)	05/17/2022			2 days.
U2022117	Oaklyn	U (Unwanted Cat)	05/17/2022			2 weeks.
U2022115	Mate	U (Unwanted Cat)	05/18/2022			1 day.
S2022219	Twix	S (Stray Cat)	05/18/2022			1 day.
S2022220	True	S (Stray Cat)	05/18/2022			1 day.
U2022116	Camellia	U (Unwanted Cat)	05/18/2022			1 day.
U2022114	Chai	U (Unwanted Cat)	05/18/2022			1 day.
U2022112	Pekoe	U (Unwanted Cat)	05/18/2022			1 day.
U2022113	Matcha	U (Unwanted Cat)	05/18/2022			1 day.
S2022221	Keke	S (Stray Cat)	05/19/2022			1 week.
U2022121	Keke Baby 3	U (Unwanted Cat)	05/19/2022			1 week.
U2022122	Keke Baby 4	U (Unwanted Cat)	05/19/2022			1 week.
U2022120	Keke Baby 2	U (Unwanted Cat)	05/19/2022			1 week.
U2022123	Keke Baby 5	U (Unwanted Cat)	05/19/2022			1 week.

S2022222	Tammy	S (Stray Cat)	05/19/2022			2 weeks.
U2022119	Keke Baby 1	U (Unwanted Cat)	05/19/2022			1 week.
S2022223	Little Bun	S (Stray Cat)	05/20/2022			1 week.
S2022273	Dana	S (Stray Cat)	05/20/2022			1 week.
U2022118	Luli	U (Unwanted Cat)	05/20/2022			1 week.
U2022124	Sprout	U (Unwanted Cat)	05/21/2022			1 week.
S2022230	Goji	S (Stray Cat)	05/23/2022			1 week.
S2022228	Giggs	S (Stray Cat)	05/23/2022			1 week.
S2022226	Moussaka	S (Stray Cat)	05/23/2022			1 week.
S2022229	Giggles	S (Stray Cat)	05/23/2022			1 week.
S2022224	Ambrosia	S (Stray Cat)	05/23/2022			1 week.
U2022129	Velma Baby 3	U (Unwanted Cat)	05/23/2022	Ricky Coleman 705 Redish Cir Clewiston FL 33440		1 week.
U2022130	Velma Baby 4	U (Unwanted Cat)	05/23/2022	Ricky Coleman 705 Redish Cir Clewiston FL 33440		1 week.
S2022227	Kleftiko	S (Stray Cat)	05/23/2022			1 week.
U2022126	Velma Baby 1	U (Unwanted Cat)	05/23/2022	Ricky Coleman 705 Redish Cir Clewiston FL 33440		1 week.

S2022225	Tzatziki	S (Stray Cat)	05/23/2022			1 week.
U2022125	Mama Velma	U (Unwanted Cat)	05/23/2022	<i>Ricky Coleman</i> 705 Redish Cir Clewiston FL 33440		1 week.
U2022127	Velma Baby 2	U (Unwanted Cat)	05/23/2022	<i>Ricky Coleman</i> 705 Redish Cir Clewiston FL 33440		1 week.
S2022231	Jazz	S (Stray Cat)	05/23/2022			1 week.
U2022128	Sam	U (Unwanted Cat)	05/23/2022			1 week.
U2022131	Mama Polly	U (Unwanted Cat)	05/24/2022			1 week.
S2022243	Luca	S (Stray Cat)	05/24/2022			1 week.
S2022242	Sheeba	S (Stray Cat)	05/24/2022			1 week.
S2022236	Albany	S (Stray Cat)	05/24/2022			4 days.
S2022238	Bronx	S (Stray Cat)	05/24/2022			4 days.
U2022132	Ginza	U (Unwanted Cat)	05/24/2022			1 week.
S2022235	Mama Queens	S (Stray Cat)	05/24/2022			4 days.
S2022237	Brooklyn	S (Stray Cat)	05/24/2022			4 days.
S2022239	Manhattan	S (Stray Cat)	05/24/2022			4 days.
S2022244	Moxie	S (Stray Cat)	05/24/2022			1 week.

S2022240	Shasta	S (Stray Cat)	05/27/2022			4 days.
S2022241	Mama Zaffy	S (Stray Cat)	05/27/2022			6 days.
U2022134	Timmy	U (Unwanted Cat)	05/28/2022			5 days.
U2022133	Ragamuffin	U (Unwanted Cat)	05/28/2022			5 days.
S2022245	Tokie	S (Stray Cat)	05/28/2022			4 days.
S2022268	Mama Aria Baby 1	S (Stray Cat)	05/31/2022			1 day.
S2022255	Warehouse Kitten 4	S (Stray Cat)	05/31/2022			1 day.
S2022271	Misu	S (Stray Cat)	05/31/2022			1 day.
S2022272	Mama Odessa	S (Stray Cat)	05/31/2022	Rena Blissett 3772 US HWY 27 Clewiston FL 33440		2 days.
S2022267	Mama Aria	S (Stray Cat)	05/31/2022			1 day.
S2022246	Mama Nika	S (Stray Cat)	05/31/2022			2 days.
S2022252	Warehouse Kitten 1	S (Stray Cat)	05/31/2022			1 day.
S2022253	Warehouse Kitten 2	S (Stray Cat)	05/31/2022			1 day.
S2022251	Mama Nika Baby 5	S (Stray Cat)	05/31/2022			2 days.
S2022249	Mama Nika Baby 3	S (Stray Cat)	05/31/2022			2 days.
S2022257	Warehouse Kitten 6	S (Stray Cat)	05/31/2022			2 days.

S2022259	Warehouse Kitten 8	S (Stray Cat)	05/31/2022			2 days.
S2022260	Warehouse Kitten 9	S (Stray Cat)	05/31/2022			2 days.
S2022261	Warehouse Kitten 10	S (Stray Cat)	05/31/2022			2 days.
S2022256	Warehouse Kitten 5	S (Stray Cat)	05/31/2022			1 day.
S2022262	Warehouse Kitten 11	S (Stray Cat)	05/31/2022			2 days.
S2022263	Warehouse Kitten 12	S (Stray Cat)	05/31/2022			2 days.
S2022264	Warehouse Kitten 13	S (Stray Cat)	05/31/2022			2 days.
S2022254	Warehouse Kitten 3	S (Stray Cat)	05/31/2022			1 day.
S2022248	Mama Nika Baby 2	S (Stray Cat)	05/31/2022			0 days.
S2022247	Mama Nika Baby 1	S (Stray Cat)	05/31/2022			0 days.
S2022270	Mama Aria Baby 3	S (Stray Cat)	05/31/2022			1 day.
S2022269	Mama Aria Baby 2	S (Stray Cat)	05/31/2022			1 day.
S2022266	Warehouse Kitten 15	S (Stray Cat)	05/31/2022			2 days.
S2022265	Warehouse Kitten 14	S (Stray Cat)	05/31/2022			2 days.
S2022258	Warehouse Kitten 7	S (Stray Cat)	05/31/2022			2 days.

S2022250	Mama Nika Baby 4	S (Stray Cat)	05/31/2022			2 days.
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Total Cat: 136

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
D2022119	Odin	D (Dog)	05/01/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
D2022120	Palmer	D (Dog)	05/02/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
D2022121	Kora	D (Dog)	05/02/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
A2022088	Gwen	A (Stray Dog)	05/03/2022			4 weeks.
A2022087	Dori	A (Stray Dog)	05/03/2022			4 days.
A2022089	Heidi	A (Stray Dog)	05/04/2022			0 days.
D2022124	SL Puppy 2	D (Dog)	05/04/2022			1 week.
D2022126	SL Puppy 4	D (Dog)	05/04/2022			3 days.
D2022122	Lady Bug	D (Dog)	05/04/2022			4 weeks.
D2022125	SL Puppy 3	D (Dog)	05/04/2022			1 week.
D2022123	SL Puppy 1	D (Dog)	05/04/2022			1 week.
D2022129	Ralphie	D (Dog)	05/05/2022	Rick Crooks 531 E. Ventura Ave Clewiston	Rick Crooks 531 E. Ventura Ave Clewiston	2 days.

				FL 33440	FL 33440	
D2022127	Rudy	D (Dog)	05/05/2022	<i>Rick Crooks</i> 531 E. Ventura Ave Clewiston FL 33440	<i>Rick Crooks</i> 531 E. Ventura Ave Clewiston FL 33440	2 days.
D2022130	Prince	D (Dog)	05/06/2022			0 days.
D2022133	Ellie	D (Dog)	05/07/2022	<i>Animal Control Officer Jayleen Rodriguez</i> 410 West Arroyo Ave CLEWISTON FL 33440		2 weeks.
D2022132	Champion	D (Dog)	05/07/2022	<i>HCSO</i> Clewiston FL 33440		6 days.
D2022134	Audrey	D (Dog)	05/09/2022			0 days.
A2022090	Tweak	A (Stray Dog)	05/10/2022			3 weeks.
A2022091	Kiwi	A (Stray Dog)	05/11/2022			6 days.
D2022135	Bullet	D (Dog)	05/12/2022		<i>Shanceria Allen</i> 956 Dr. MLK Jr W Blvd Apt 8 Belle Glade FL 33430	2 weeks.
D2022139	Cukis	D (Dog)	05/13/2022			3 days.
D2022138	Tigre	D (Dog)	05/13/2022			3 days.
D2022136	Draco	D (Dog)	05/13/2022		<i>Margaret Bonolanzo</i> 521 Dean Duff Clewiston FL 33440	1 week.
D2022137	Cookie	D (Dog)	05/13/2022		<i>Erica Morrill</i> 1850 Old US HWY 27 Lot 28 Clewiston FL 33440	2 weeks.
A2022092	Mocha	A (Stray Dog)	05/16/2022			0 days.

U2022110	Keely	U (Unwanted Cat)	05/16/2022			2 weeks.
D2022140	Feebie	D (Dog)	05/16/2022			2 weeks.
A2022093	Espresso	A (Stray Dog)	05/16/2022			4 days.
A2022096	Farrah	A (Stray Dog)	05/16/2022			4 days.
A2022097	Cypress	A (Stray Dog)	05/16/2022			1 week.
A2022094	Frappe	A (Stray Dog)	05/16/2022			4 days.
A2022095	Machiatto	A (Stray Dog)	05/16/2022			4 days.
D2022141	Weebie	D (Dog)	05/16/2022			2 weeks.
D2022142	Tyra	D (Dog)	05/17/2022		Orlando Hernandez 345 S Mayoral St Clewiston FL 33440	2 days.
A2022102	Lola	A (Stray Dog)	05/20/2022			1 week.
D2022143	Coco	D (Dog)	05/23/2022			1 week.
A2022101	Spike	A (Stray Dog)	05/23/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		3 days.
A2022099	Alea	A (Stray Dog)	05/23/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
D2022144	Unknown	D (Dog)	05/23/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		0 days.

A2022100	Buffy	A (Stray Dog)	05/23/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		3 days.
A2022098	Juno	A (Stray Dog)	05/23/2022	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		0 days.
D2022145	Salsa	D (Dog)	05/25/2022	Animal Control Officer Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	Gladys Dominguz 545 s Utopia St Clewiston FL 33440	1 week.
A2022103	Peaches	A (Stray Dog)	05/26/2022			2 days.
D2022149	Binky	D (Dog)	05/27/2022			6 days.
A2022104	Vida	A (Stray Dog)	05/27/2022			1 day.
D2022146	Toby	D (Dog)	05/27/2022			0 days.
D2022148	Lucky	D (Dog)	05/29/2022	Tekyla Turner 627 Orchard Park Dr Clewiston FL 33440	Tekyla Turner 627 Orchard Park Dr Clewiston FL 33440	4 days.
D2022147	Bax	D (Dog)	05/29/2022	Tekyla Turner 627 Orchard Park Dr Clewiston FL 33440	Tekyla Turner 627 Orchard Park Dr Clewiston FL 33440	4 days.
A2022105	Dorie	A (Stray Dog)	05/29/2022			4 days.
A2022106	Buddy	A (Stray Dog)	05/30/2022	Susan Russell 1683 Backers HWY Moore Haven FL 33471		1 day.

Total Dog: 50

Total animals: 186

Report: **Animals Inducted by Date and Species**

Generated by Animal Shelter Manager 46u [Thu 2 Jun 09:26:33 BST 2022] at Clewiston Animal Control on 06/02/2022 by tlewis

CITY OF CLEWISTON
121 CENTRAL AVENUE
CLEWISTON, FLORIDA 33440

TELEPHONE
863-983-1500

FACSIMILE
863-983-1430

June 13, 2022

US27 Commercial Corridor District Ordinance

The Clewiston City Commission has expressed interest in adopting a new zoning district for business and industry along the US27 Corridor in a manner that is attractive in appearance, for the benefit of the City, property, and owners/lessees.

In July of 2015 the City Commission adopted the amended Comprehensive Plan which incorporated a new Future Land Use Map to include two additional zoning designations, US27 Commercial Corridor District and Downtown Commercial District. In 2015 there were multiple workshops and community engagement meetings at the Clewiston Inn. In 2016 a preliminary draft ordinance was presented to the City Commission. In 2018 the first property was rezoned into US27 Corridor District.

This new draft ordinance has been prepared with input from City Staff, Planning and Zoning Board, and past Commission workshops. Attached for your review is the 2022 draft ordinance of the US27 Corridor District. Please let me know if you would like to discuss this further.

Regards,

A handwritten signature in blue ink, appearing to read 'Travis Reese', with a long horizontal line extending to the right.

Travis Reese
Director of Community Development

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ORDINANCE NO. 2022 ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA RELATING TO ZONING REGULATIONS; AMENDING ARTICLE V, CHAPTER 110, ENTITLED "DISTRICTS AND DISTRICT REGULATIONS" OF THE CITY CODE; PROVIDING FOR ENACTMENT OF SECTION 110-501 THROUGH SECTION 110-518, ENTITLED "US27 CORRIDOR DISTRICT ZONING REGULATIONS"; AMENDING SECTION 110-149 TO ADD A NEW ZONING DISTRICT; AMENDING SECTION 110-2 TO ADD NEW DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Clewiston desires to create Division 15, "US27 Corridor District Zoning Regulations", of Article V, "Districts and District Regulations", of Chapter 110, "Zoning", governing the zoning and land use of the US27 Corridor District.

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

SECTION 1. US27 Corridor District. The Clewiston Code of Ordinances is hereby amended and Division 15, "US27 Corridor District", Article V, "Districts and District Regulations", of Chapter 110, "Zoning" is hereby created to read as follows:

Sec. 110-501 Purpose

The purpose of the US27 Corridor District is to provide lands for business and industry which support the economic base of the city and contribute to its economic growth and self-sufficiency. The US27 Corridor District uses shall include commercial activities consisting of mixed use not likely to be objectionable to neighboring properties. The US27 Corridor District development standards provided herein are intended to result in new commerce that is attractive in appearance for the benefit of the property, the City of Clewiston and the owners and/or lessees of all lots within the US27 Corridor. These requirements are intended to provide a pleasant, attractive, and safe business environment for the convenience and benefit of business owners and customers, and foster an environment of economic growth and redevelopment in the City of Clewiston.

The US27 Corridor District designation and development standards contained herein shall apply to all lands within the district at the date of adoption of this division and to all future expansions of the district. All requirements of Chapter 110, Zoning, also apply in the US27 Corridor District; Section 110-501 through Section 110-518 are additional requirements of the

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District. When the US27 Corridor District requirements conflict with other provisions of Chapter 110, the more stringent requirements shall be applied.

Sec. 110-502 Permitted uses.

Permitted uses within the US27 Corridor District are as follows:

1. Appliance and furniture stores
2. Bakeries, confectionery providing on-premises retail sales
3. Clinics, medical and dental out-patient only
4. Commercial or municipal parking lots or garages
5. Commercial recreation facilities, including marinas
6. Convenience food and beverage store
7. Department stores
8. Financial institutions with or without drive-thru teller units
9. Gasoline service stations
10. General retail establishments
11. Hardware, paint and garden supplies
12. Hotels or motels
13. Indoor and outdoor vehicular sales such as automobile, motorcycle and all-terrain vehicles and boat and boat trailer and utility trailer sales
14. Laundries and dry-cleaning plants, which do not use flammable solvents
15. Mortuary and funeral homes
16. Newsstand
17. Reserved
18. Personal services (including, but not limited to, barbershops, beauty salons, spa)
19. Pharmacy
20. Theaters
21. Professional services, business services
22. Public assembly buildings
23. Repair and service of personal, household and office items and equipment
24. Restaurants
25. Shopping centers
26. Supermarkets
27. Veterinarian clinics

Sec. 110-503 Conditional Uses.

The following uses are not permitted in the US27 Corridor District, but may be authorized by the imposition of Conditions of Approval, if all negative impacts are ameliorated by those conditions:

1. Liquor store

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2. Nightclubs, Lounges, Bars
3. Repair and services for automobiles, trucks, boats, recreational vehicles and other automotive equipment
4. Pawn shops
5. Payday, check cashing or deferred deposit loan businesses
6. Tobacco retailers
7. Extended-stay hotel or motel, with occupancy limits for each unit established by condition
8. Kennels; provided that they shall be allowed only if they are located on the same property with and are ancillary to either a veterinary clinic or a pet grooming facility; provided that no more than two animals at any such facility are allowed to be in outside runs at any one time and that such animals not be allowed in such outside runs before 6:30 a.m. or after 6:30 p.m. of any day; provided that all other animals are kept in cages, pens or runs located inside a fully enclosed air conditioned structure; provided that no more than 35 pets are kept in any such facility at any one time; provided the facilities are used to house only dogs, cats and birds; and also provided that the facilities are operated in a manner so that they do not create any noise or smell that is unreasonably objectionable to the occupants of other property
9. Kindergarten and day care facilities.
10. Vocational schools, limited to office-oriented vocations, such as, but not limited to secretarial, business, real estate and computer programming.
11. Automatic amusement centers/game rooms.
12. Limited residential use must be in harmony with overall development and not as a primary or principal use and not allowed on ground floor.

Sec. 110-504 Reserved

Sec. 110-505 Development standards.

Setback requirements (US27 Corridor District)

1. *Street side.* All parcels shall have a minimum street side yard setback of 10 feet and, for every ten feet the building length exceeds 150', an additional 1 foot of setback shall be required, up to the maximum of 30 feet. Street side yard setbacks shall be measured from back of street property line.
2. *Interior side yard.* The minimum interior side yard shall be 12 feet, except that the interior side yard setback may be reduced to zero on one side of the lot provided that:
 - a. A wall constructed of brick or maintenance-free masonry material with a stucco finish is constructed at the zero-setback side, and the opposite side yard is increased to 24 feet.

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- b. In the event that two contiguous property owners desire to construct buildings using zero side yard setbacks, utilizing a common driveway for ingress and egress to the rear of both properties, said opposite side yard may be reduced to 12 feet provided easements are obtained and recorded ensuring a 24 foot minimum separation between the two buildings for ingress and egress to the rear of the property. This 24 foot access way shall be maintained free of obstructions skyward and with no openings that would facilitate any loading or unloading, in any portion of the buildings which fronts on the easement.
3. *Rear yard.* There shall be a minimum rear yard setback of 5 feet.
4. *Height.* Maximum height of building in the US27 Corridor District shall not exceed 55 feet.

*Special exception height allowance may be authorized by the imposition of additional conditions of approval, if all negative impacts are ameliorated, height maximum may be increased not to exceed 65 feet.

Sec. 110-507 Trash receptacles (US27 Corridor District)

- A. All properties must comply with Chapter 74, Article VI.
- B. Trash receptacles located on public sidewalks for use by pedestrians shall be consistent with the size and style approved by City Public Works Department.

Sec. 110-512 Parking (US27 Corridor District)

- A. **Alternative Parking Plans (APP).**
An alternative parking plan is a means to meet vehicle parking requirements other than providing parking spaces on site in accordance with Code requirements. Applicants seeking to meet the requirements of this section by alternative means shall be required to secure approval of an alternative parking plan by the Technical Review Committee (TRC).
 1. **Contents:** alternative parking plans shall be submitted in a form and with such documentation as established by the Community Development Director. At a minimum, such plans shall include the parking alternative and rationale for how the alternative will compensate for the provision of the required parking on site.
 2. **Eligible alternatives:** potential alternatives to be considered include, but are not limited to:
 - Shared parking: shared parking is encouraged to promote efficient use of land and resources by allowing users to share off-street parking facilities for uses that are located near one another and that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:

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- (1) Location. Shared off-street parking spaces shall be located no further than 600 feet from the buildings and uses they are intended to serve.
 - (2) Shared parking agreement. A shared parking plan shall require a shared parking agreement, acceptable to the Community Development Director, which shall include an agreement by the owners(s) of record of the parking area and of the applicant. The agreement shall be fully executed, reviewed by the City Attorney, and then recorded in the Public Records of Hendry County, prior to issuance of a certificate of zoning compliance. A shared parking agreement shall be revocable by the parties to the agreement only if the off-street parking requirement is satisfied by all parties to the agreement. The agreement shall specify that the shared spaces are not leased for a use that operates during the same time frame and would create a conflict. The agreement shall specify the time frame, number, and location of spaces to be shared.
 - (3) Site plan. A site plan shall be submitted to indicate the spaces that are to be shared, the location and access to the properties to be served, the number of spaces, and the projected time of use of the properties which are sharing the spaces.
3. Credit for on-street parking spaces. On-street parking spaces may be used to satisfy 50% of the requirements for off-street parking. Such on-street parking may be located in the public right-of-way and shall be located within 1,000 feet of the use. All such spaces must meet size and delineation requirements.
 4. Bicycle parking. The TRC may approve a reduction in the number of required off-street parking spaces for developments or uses that provide bicycle parking or that make special provisions to accommodate bicyclists.
 - a. Bicycle parking shall be located and clearly designated in a safe and convenient location, at least as convenient as the majority of auto spaces provided.
 - b. Facilities shall be designed to accommodate U-shaped locking devices and shall support bicycles in a stable position without damage to wheels, frame or other components and shall be securely anchored and of sufficient strength to resist vandalism and theft.
- B. Parking lot landscaping. The following shall apply:
1. A landscaped area shall have a minimum width of 2 feet, excluding curbs, retaining walls or similar enclosing structures.
 2. All front yard perimeter landscaping shall include concrete, masonry or metal barriers to contain and/or protect landscaping materials.

Sec. 110-513 Landscape Requirements (US27 Corridor District)

All areas not improved for parking, or occupied by a structure, paved walkway, shall be landscaped in accordance with the landscaping requirements as follows:

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1. *Quality.* Plant materials used in conformance with the provisions of this article shall conform to the standard for Florida No. 1 or better, as given in Grades and Standards for Nursery Plants, part I, 1963, and part II, published by the state department of agriculture, or equal.
2. *Trees.* Tree species shall have a minimum of five (5) feet of clear trunk immediately after planting. Trees of species whose roots are known to cause damage to public roadways or other public works shall be prohibited.
3. *Shrubs and hedges.* Shrubs and hedges shall be a minimum of 2 feet in height when measured immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous unbroken solid visual screen within 1 year after time of planting. At intersections and driveways, shrubs cannot be more than twenty-four (24) inches high at maturity and any tree, in the visibility triangle, must have at least seven (7) feet of clear trunk immediately after planting.
4. *Vines.* Vines shall be a minimum of 30 inches in height immediately after planting and may be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified.
5. *Ground covers.* Ground covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage and shall be used with a decorative mulch, such as pine or cypress bark or other material of a similar nature. In no instance shall stone or gravel be utilized for more than 20 percent of the ground cover area.
6. *Plan approval.* All new construction, prior to the issuance of a building permit, must have a landscape plan approved by the TRC. The landscape plan shall be drawn to a scale not less than 1 inch equals 20 feet and shall include all pertinent dimensions, walls, parking spaces, and vehicular use areas, buildings and accessory structures, pools, ponds and waterways, hydrants and irrigation systems, landscape materials, including types and location of planting protective devices, and a stormwater management plan with calculations
7. *Installation.* All landscaping shall be installed in accordance with the landscape plan prior to issuance of a certificate of occupancy. All landscaping shall be installed in accordance with accepted landscape practices.
8. *Maintenance.* The owner and tenant, if any, shall be jointly and severally responsible for the maintenance of all landscaping, and landscaped areas shall be so maintained as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. If trees, shrubs or other landscape material should die, such materials must be replaced within 30 days.
9. *Preservation of existing plant material.* Where healthy plant material exists on a site prior to its development, an applicant will be encouraged to retain such landscaping where possible.
10. *Landscaped areas.* 50% of all lot lines fronting a public street shall be landscaped. Each landscaped area shall contain at least 1 tree, shrubs, grass or ground cover.
11. *Other materials.* Required landscaped areas shall be adequately landscaped with shrubs, grass, ground cover or other approved landscape treatment. The TRC may approve alternative landscaping plans that include container plantings.

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12. *Areas abutting an interior property line.* On any parcel providing an off-street parking area or other vehicular use area, storage area, outdoor dining area or loading area there shall be provided landscaping between such area and the property line as follows:

Areas abutting to residential zoning: Where such area abuts property zoned for residential for that portion not entirely screened visually by an intervening structure or conforming buffer on the subject property, there shall be provided a landscaped buffer.

Sec. 110-514 Fences, Walls and Hedges (US27 Corridor District)

Fences, walls and hedges shall be constructed and maintained in accordance with Sec. 110-524 Fences, Walls and hedges with the following exceptions:

1. Chain link fences and other wire fences are prohibited in front yard of lots in the US27 Corridor District. Other fencing subject to TRC approval.
2. Barbed wire and razor wire are prohibited.

Sec. 110-515. Outside Storage (US27 Corridor District)

Except as expressly permitted by this section, no material, refuse, machinery, merchandise, or vehicles shall be stored outside of any enclosed structure within this district. This requirement shall not apply to the following:

1. Placement, storage, or keeping of construction equipment, tools, supplies, material, pallets, and all other material related to new construction, provided that all required permits have been obtained for that construction, and that all materials and waste products shall be removed from the premises promptly upon completion of that construction.
2. Motorized vehicles, boats or recreational vehicles for sale by an authorized dealer provided such outdoor storage is solely for display of vehicles immediately available for sale or lease.
3. Other outside storage uses as expressly permitted under a final site plan approval by the TRC.

Secs. 110-516 – 110-518. Reserved.

SECTION 2. Section 110-149, Zoning Districts Classified is hereby amended to add a new classification as follows:

Sec. 110-149. Zoning Districts classified.

For the purpose of classifying, regulating and restricting the location of residences, apartments, businesses, industry and other uses, the city is hereby divided into the following zoning districts:

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P	Public District
R-1A	Single-Family Residential District
R-1B	Single-Family Residential District
R-1C	Single-Family Residential District
R-2	Two-Family (Duplex) Residential District
R-3	Multiple-Family Residential District
RM-1	Mobile Home and Recreational Vehicle Park District
RM-2	Mobile Home Subdivision District
C	General Commercial District
I	Industrial District
PUD	Planned Unit Development
CPID	Commerce Park Industrial District
<u>US27</u>	<u>US27 Corridor District</u>

SECTION 3. Definitions.

Section 110-2 is hereby amended to add the following definitions, which shall be codified in alphabetical order with existing definitions:

Awning. An architectural projection that provides weather protection, identity and/or decoration and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight, rigid or retractable skeleton over which an approved cover is attached.

Commercially developed parcel. A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for other than residential or agricultural purposes.

Fast Food restaurant. A restaurant with drive-up window service, or that otherwise receives payment and/or dispenses products to patrons while in their vehicles (such as a drive-in restaurant).

Front yard. Any portion of land that is past the front façade of the principal structure.

Frontage. The length of the property line of any one parcel along the main street on which it borders.

Lounge. A place where alcoholic beverages are sold for consumption on site.

Multiple occupancy complex. A commercial use, i.e. any use other than residential consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant.

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Nightclub. A place that is open at night, has music, dancing, or a show, and is operated for the purpose of supplying entertainment where alcoholic beverages are dispensed and consumed on the premises, and where meals and refreshments may be provided.

Occupant (occupancy). The use of a building or structure, or any portion thereof for commercial transactions.

Parcel. A unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this Code or lead to absurd results, a "parcel" may be as designated for a particular site by the building official.

Permanent. Designed, constructed and intended for more than short term use.

Roof line. A horizontal line intersecting the highest point or points of a roof.

Street. A public or private right-of-way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways, and boulevards.

Technical Review Committee (TRC). Technical Review Committee is made up of representatives from City Engineering, Building, Public Works, and Utilities Department.

Tobacco Retailers. Any place that sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products or tobacco paraphernalia.

Unit. That part of a multiple occupancy complex housing one occupant.

SECTION 4. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 5. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on _____, 2022.

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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 Peterson, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney