



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

## **CITY COMMISSION AGENDA**

**Monday, February 20, 2023 – 5:00 p.m.**

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**Call Meeting to Order**

**Prayer and Pledge of Allegiance**

**Additions/Deletions/Changes and Approval of the Agenda**

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

**1. Consent Agenda**

- A. *City Commission Budget Workshop Minutes – August 1, 2022*
- B. *City Commission Budget Workshop Minutes – August 22, 2022*
- C. *City Commission Budget Workshop Minutes – September 7, 2022*
- D. *City Commission Meeting Minutes – January 23, 2023*
- E. *Resolution No. 2023-009 – CJIS Interagency Agreement with Hendry County Sheriff's Office*
- F. *Event Application – Sugar Festival – March 17-18, 2023*
- G. *Proclamation – Sugarcane Farmers Appreciation Week – March 13-19, 2023*

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

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

**PRESENTATION** - Sugarcane Farmers Appreciation Week Proclamation

**PRESENTATION** – Lavita Holmes, Glades Lives Matter Executive Director

## **PUBLIC HEARING**

- 2. Ordinance No. 2023-01 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Ordinance No. 2023-01 amends Code of Ordinances § 110-530, Residential Development and Improvement and § 110-531, Commercial Development and Improvement regarding storm shutters.

**Exhibit:** Agenda Item No. 2

**Recommendation:** Recommended motion is to approve Ordinance No. 2023-01.

## **RESOLUTIONS**

3. **Resolution No. 2023-010** – Resolution No. 2023-010 authorizes the Mayor to sign the Small County Outreach Program Agreement with the State of Florida Department of Transportation to provide funding for the design, construction, and CEI for the resurfacing of West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue.  
**Exhibit:** Agenda Item No. 3  
**Recommendation:** Recommended motion is to approve Resolution No. 2023-010.
4. **Resolution No. 2023-011** – Resolution No. 2023-011 approves Zep Construction, Inc. Change Order No. 02 in the total amount of \$84,574 for additional construction related services to hoist equipment and material with crane across the C-21 Canal for the C-21 Canal Bridge Project.  
**Exhibit:** Agenda Item No. 4  
**Recommendation:** Recommended motion is to approve Resolution No. 2023-011.
5. **Resolution No. 2023-012** – Resolution No. 2023-012 approves Denco Construction, Inc. Change Order No. 02 to authorize the use of *Pay Item #1-19* and *Pay Item #3-9 Owner Directed Work Allowance* to reimbursement the contractor for additional construction related services for the City of Clewiston USACE Septic to Sewer System Project.  
**Exhibit:** Agenda Item No. 5  
**Recommendation:** Recommended motion is to approve Resolution No. 2023-012.
6. **Resolution No. 2023-013** – Resolution No. 2023-013 approves the ranking of the selection committee and authorizes the negotiation of contracts with selected companies for disaster debris monitoring services.  
**Exhibit:** Agenda Item No. 6  
**Recommendation:** Recommended motion is to approve Resolution No. 2023-013.

## **MISCELLANEOUS ACTION AND DISCUSSION ITEMS**

7. **Old Business**
8. **Departmental Monthly Activity Reports** - Presented for information only.
9. **Comments from City Manager**
10. **Comments from City Attorney** – Update on recent case law that affects public notice requirements – *Michael David Testa v. Town of Jupiter Island, et al. (4<sup>th</sup> DCA 2023)*
11. **Comments from the City Commission**

## Adjournment

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

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

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

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

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Mary K. Combass, City Clerk



**CITY OF CLEWISTON**  
**115 West Ventura Avenue**  
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**CITY COMMISSION BUDGET WORKSHOP**  
**Monday, August 1, 2022**

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The Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 1, 2022. The workshop was called to order at 5:00 p.m. by Mayor Petersen.

**Attendance:** Commissioners present were: Mayor Kristine Petersen, Commissioner Mali Gardner, Commissioner Hillary Hyslope and Commissioner James Pittman. Vice Mayor Greg Thompson was absent.

**Personnel present:** City Manager Randy Martin, Finance Director Shari Howell, Community Development Director/Fire Chief Travis Reese, Police Chief Thomas Lewis, Police Commander Tito Nieves and Finance Specialist Chelsea Strawser.

**Visitors present:** Rolando Gonzalez

**Additions/Deletions/Changes –** There were no additions, deletions or changes to the agenda.

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

Mayor Petersen requested City Manager Martin introduce the agenda topics.

**1. Police Department Operating and Capital Improvement Plan Budget**

Manager Martin briefly introduced the agenda highlights and then recognized Chief Lewis to review details of the departmental requests. Mayor Petersen commented positively on the list of accomplishments Chief Lewis had provided, stating that he had left out the amount of hours he and staff had put in to improve the police department building personally including painting, flooring installation, etc. She said she wished to express her gratitude for his personal involvement, as well as, the time and effort the whole department had made in making the building better. Chief Lewis highlighted the processes put into procedure this past year for auditing, inspections, and inventories. He explained these are the foundation for voluntarily achieving departmental accreditation, which may be mandated in the future, and the direction the department would like to take. He further explained that this achievement would decrease liability, increase accountability, and inspire public trust in their policing. He explained again, the accomplishments were done to ensure the department was ready to move forward with the accreditation process. Chief Lewis said it was a lengthy process so the department would like to get started toward becoming an accredited department in the



coming year. He explained that his budget requests included two additional positions: an accreditation manager and an additional dispatcher. He explained that the department has been working to update their legal forms and procedures so that they can start doing more seizures during searches. To that end, Chief Lewis clarified the increase to the departments' legal expense line item was necessary because they would need a lawyer to represent the department in court as a part of the due process after a seizure of a suspect(s)' property. Chief Lewis explained that the accreditation process includes time sensitive trainings to keep compliant. To this end, he asked for an increase in travel and training expenses, especially to get officers trained to do some of the training of other officers in house to keep down costs and stay within the necessary time frame for the accreditation process. He also requested funding to sponsor two people to go to the police academy. Chief Lewis explained that this would help entice potential new officers which in turn would increase the ability to attract and retain qualified applicants and local applicants. He explained that the vehicle maintenance line request increased with the increased costs associated with materials as well as the operating supplies line increase with the increased cost of bullets, tasers, supplies, etc. Commissioner Gardner asked if the city mechanic had line items to follow since the vehicles were newer and should need fewer replacement parts from wear and tear. She also asked about training exercises for preparation for active shooter scenarios with the schools. Chief Lewis acknowledged new vehicle warranty periods should help with maintenance costs and elimination of some of the oldest vehicles would be impactful. He then explained he anticipated the schools to reach out regarding training, but that it was difficult for the department at this time because he felt the officers would be ill prepared due to the lack of certain equipment which this budget proposes to address. It was explained that the schools had a new security officer and Chief Lewis looked forward to working with him to train to industry standards. Commissioner Hyslope asked if Chief Lewis had any idea what could be expected for revenue from seizures. He responded that it varies significantly based on the situation. Chief Lewis then moved on to Capital Improvement Plan proposals. He explained the request for vehicle replacements and the anticipated associated cost increases. Explaining the move of the City EOC to the Police Department from the Utilities, he requested money for bathroom (shower) and kitchen (for food prep) improvements. To get better training, the request includes money for supplies, locker room, and tech improvements. Commissioner Pittman inquired about consolidating dispatch, but Commissioner Gardner and Mayor Petersen disagreed with consolidating dispatch. Commissioner Pittman explained that his primary concern was with regard to medical calls. Chief Lewis explained how medical calls work currently. Manager Martin explained that medical calls are currently handled with the county and that he would be happy to facilitate discussion with the county to improve the handling of those calls and there are processes that could be used without having to go to consolidated dispatch. Mayor Petersen inquired about text to 911 and Chief Lewis explained that the equipment was being installed at the police department and would be implemented after training. Mayor Petersen further commented that having a separate EOC operation and independent communication facility in eastern Hendry was clearly to her advantageous to the well-being of the City, as well as, for the County in terms of a backup operation during storm type events.

## **2. Animal Services Operating and Capital Improvement Plan Budget**

Chief Lewis touched on the highlights for the animal control department budget request. He detailed the new tracking software and highlighted that the shelter had moved to a no-kill facility; he explained that the increase in activity was likely due to changing to a no-kill philosophy. Chief Lewis explained that some budget line items increased just due to inflation, but he wanted to highlight the increase in contractual services to fund the trap, neuter, vaccinate, and release program. As far as Capital Improvement needs, Chief Lewis explained they wanted to put gutters up, increase pens/runs, and get a new freezer. Commissioner Gardner said she was not in favor of putting feral cats back out after fixing them due to the threat to the birds. Chief Lewis explained the positive outcomes of the program. Commissioner Pittman asked about the total budget going down; Chief Lewis explained that the animal control had asked for a vehicle the previous year and Finance Director Howell explained that the Police Budget did not include special detail for the hospital any longer.

### **3. Fire Department Operating and Capital Improvement Plan Budget**

Chief Reese explained the county is looking to provide the pension benefit that the city volunteers now have for all the county's fire fighters. Manager Martin asked that Chief Reese address communications as follow up from the earlier discussion on dispatch. He explained that the sheriff's office controls how the county dispatchers function and hopes that discussion continues in regards to channels and allowing use of specific channels for fire, medical, and law enforcement calls. Chief Reese explained that the fire department was still using beepers/pagers, which works fine for audio to initial dispatch, but does not allow for good follow up. Chief Reese felt the bottom line was that the department was not consolidated on frequencies which would come with continued interagency cooperation and mandated policies for the frequencies' use. Chief Lewis explained how the new frequencies and system will hopefully work with the increased new technology without overwhelming the channels. They explained that they are waiting for LIDS from the State of Florida before they can fully implement the new system in the hope of improving communications. Chief Reese explained how the fire department assists EMS and Hendry County. The board then moved into discussion about the budget. Chief Reese explained the main increase in the budget was due to the pension plan cost impacts, but explained there were also increases in fuel and chemical lines. He explained how he plans to shift truck use to help keep the maintenance budget down, but due to inflation and aging vehicles and equipment, there is still a small increase in those expense lines. Chief Reese then reviewed the department's proposed capital request. He explained that the bunker gear has a specialty liner that is manufactured overseas and due to COVID related supply chain impacts, manufacturers have a backlog of orders. The proposed capital request includes a carry-over from this fiscal year as it is undetermined when the department will be able to receive the new gear. Chief Reese explained the purchase schedule for new hoses. He explained that the diesel tank is no longer usable and needs to be replaced. It is currently located behind the former police department building and he believes that the gas tank would likely follow in terms of need to be replaced. The proposed budget includes the purchase and installation of new fuel tanks with the location moved to the fire department site. Chief Reese explained the protocols for canal rescue and the need for a winch for the truck that the department has rotated into a new role in order to decrease the maintenance expenses. He explained the need for the turbo draft

pump for the rural areas to supply water as well as the need for an electronic deck gun for the firefighters' safety. Chief Reese explained the need to fix the truck that houses the air rehab equipment, but that he had to pull it from the proposed capital request this year, because the expenses had steeply increased. Manager Martin asked Finance Director Howell to review the expenses expected to be incurred from the pension plan as estimated in the proposed budget plan and explain how the funding would work to support the pension plan. Director Howell explained that the city will receive state distributed insurance monies that help support the pension plan annually. It was noted that for the initial year, the amount will be pro-rated. Chief Reese touched on how the city is working with the county on a potential MSBU for the fire east area of the county, but the timeline for that process is unknown. There was a brief discussion by the board about how that would help address funding some of the capital expenses in the future, effects on the city's budget currently, as well as, cover costs associated with the implementation of the pension plan. There was then discussion on the rolling average information required by the city/county interlocal agreement and the county's current contribution to the department. Commissioner Hyslope asked for an average number of calls responded to by the department in a month and Director Reese responded.

#### **4. Community Development Department Operating and Capital Budget**

Commissioner Gardner asked for an update regarding the monthly agenda reports which make it appear that deceased property owners are pulling permits; Director Reese explained that the Blueprince software does not integrate with the county's software and that the Tyler software options are a step down from the Blueprince software features. Director Reese explained that the Blueprince software is not connected with property appraiser/county software so it is not automatically updated as properties are bought/sold and input in the county system. Currently, the only way to change the names on the permit is for the tech to make that part of the process as the software will revert back to the original owner/contractor of record. Director Reese would like to integrate with the county software to streamline all processes and make it more uniform for contractors, but that may be too costly. Staff will be exploring all options. Director Reese explained that the comprehensive plan needs to be reviewed and updated near term so the budget includes figures to begin that process. The update is scheduled to occur on a seven year cycle. This fiscal year will be the seventh year. He noted that grant funding is difficult to obtain for comprehensive plan reviews and updates. Director Reese explained the need for a large screen scanner for plans and maps; thus the capital request for a scanner. While included in the Community Development budget, other departments would use it, so the cost be split with the other budgets. He went on to explain that the department's floor coverings need to be replaced and the building walls needs to be sealed. The parking lot needs to be sealed and parking spaces repainted. Commissioner Gardner asked if the replacement flooring would be carpet or a hard surface type flooring; Director Reese explained that carpet is cheaper. If the budget would cover vinyl or another type of flooring, he would prefer to upgrade. Director Reese further commented on the capital request for the large screen scanner which would allow staff to digitize old plans as well as handle the printing of newer plans to put them all in a single, searchable database. He explained the benefit for being able to print the larger maps and plan sheets which we currently have to pay the engineer to produce. While the scanner is planned

to be housed in the Community Development building, he reiterated the equipment would be beneficial to all city departments as earlier referenced.

## **5. Other Budget Updates**

Finance Manager Howell updated the board regarding state distributions as well as updated cost projections for the employee health insurance plan for the coming year. She then presented cost estimates and discussed the state mandated minimum wage increase schedule and how that affects the city pay scale depending on how the Commission wanted to proceed. As the board reviewed the figures, there was discussion regarding how this would look in subsequent years as the state mandated increases continue until the minimum is achieved. Commissioner Gardner inquired about what the county was considering adopting for millage rate; Manager Martin advised the staff would verify the tentative rate.

## **6. Commission Comments and Discussion**

Commissioner Hyslope asked that the city continue to push for transparency and public awareness in regards to utility billing and power cost adjustment increases. Manager Martin commented that despite the power cost adjustment increases, the city electric was on average \$20 cheaper than surrounding public providers. Commissioner Gardner touched on the gaming centers and the code of ordinance enforcement with regards to gaming centers. Mayor Petersen asked that the city look into the traffic flow on the days the John Boy Auditorium hosts the food pantry.

**Public Comments** – There were no public comments.

## **Adjournment**

**Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the workshop at 6:57 p.m. The motion was approved unanimously.**

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James Pittman, Mayor

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Mary K. Combass, City Clerk





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

**CITY COMMISSION BUDGET WORKSHOP**  
**Monday, August 22, 2022**

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The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 22, 2022. The workshop was called to order at 5:00 p.m. by Mayor Petersen. The audience joined in reciting the Lord's Prayer and the Pledge of Allegiance.

**Attendance:** Commissioners present were: Mayor Kristine Petersen, Vice Mayor Greg Thompson, Commissioner Mali Gardner and Commissioner James Pittman. Commissioner Hillary Hyslope joined the workshop at 5:02 p.m.

**Personnel present:** City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell and Director of Operations Danny Williams.

**Visitors present:** Roly Gonzalez, Terry Gardner and Ian Stone.

**Additions/Deletions/Changes and Approval of the Agenda** – There were no additions, deletions or changes to the agenda.

**Commissioner Gardner made a motion, seconded by Commissioner Pittman, to approve the agenda. Vote 4 yeas, 0 nays (Commissioner Hyslope was not yet in attendance at the time of this vote.)**

**Public Comments** – There were no public comments.

- 1. Water/Sewer Operating & CIP Program** - Manager Martin reminded the Commission that a water and sewer rate study was done and Resolution No. 2020-29, a multi-year resolution, was adopted. He stated that Director Howell has now analyzed the results of the period since then. He reported that some things have changed and some have not occurred as quickly as anticipated. For example, the AMI Installation Project has been delayed due to supply chain issues. This has had budgetary impacts which prompted Director Howell to do the detailed analysis. Director Howell presented an overview of the water & sewer proposed budget for fiscal year 2023. She stated the proposed total budget for water & sewer is \$5,916,959 with the contingency appropriation yet to be determined. She noted that this total also includes \$1,470,526 for the AMI Project which will be funded utilizing federal ARPA grant funds. She reviewed the water revenues breakdown calculations for residential, commercial and South Shore customers. Vice Mayor Thompson expressed his concern that the City sells water to South Shore at cost and the city residents who pay taxes in the city, pay three times the amount that South Shore customers pay. Manager Martin explained that South Shore buys water in

bulk and is responsible for the costs of their own operations and distribution system. The City does not read their meters, do their customer billing or maintain their distribution system for example. They have their own operating expenses which comprise a portion of their fees for services to their customers. The City is responsible for the total costs for city customers by contrast. Vice Mayor Thompson commented that a lot of cities charge a premium on residents outside the city that do not pay city taxes. Manager Martin stated the City provides water to South Shore utilizing a bulk sale agreement and part of the consideration was that South Shore bought a cost share of the capacity of the plant as he understands it when that deal was agreed upon several years ago. This is the reason they pay an amount in addition to the water purchases for their portion of the debt service when the water plant was initially put in service. He also stated that as the analysis reflects, he believes an adjustment in South Shore's compensation to the City is needed at this time to ensure fairness in terms of cost share for the water purchased. After further discussion, Commissioner Pittman stated that he feels the contract should be revisited if necessary because we need to build some plant maintenance in to South Shore's rate even though it is bulk water. Director Howell confirmed that maintenance was included along with a capital provision amount of \$52,500. Commissioner Pittman commented that the City needs to pay for the services being provided and put money in the bank to buy equipment on a certain rotation so that we are ahead and not behind. It was noted that South Shore pays \$308,000 a year toward the water treatment plant debt service which ensures them 1/3 capacity use. Director Howell explained that she based the cost for maintenance on what we actually bill for and is going through our billing department. Manager Martin suggested terms of agreements should be revisited periodically and in this case, discussions with South Shore on the future because the plant is going to need something major again at some point to meet future needs. Management believes the immediate need is to address the rate change recommended in order to preserve a degree of fairness for all customers. South Shore should be paying the City the full cost to produce its share of the water which is why this proposal for the first increase since the new plant went on line is being recommended. In regards to selling the water at cost to South Shore, Manager Martin reiterated that it is a bulk sale to one customer who in turn distributes to additional customers and has the operating responsibility for that entire system. Commissioner Gardner observed that South Shore is also paying \$25,000 per month toward the debt. Director Howell confirmed that South Shore is paying 1/3 of the debt and she believed the 25 year debt contribution is set to expire in 2033. Manager Martin stated that the City and South Shore certainly need to have a discussion about a new arrangement before that time. Vice Mayor Thompson asked if there was anything in writing that says the City has to sell the water to them at cost. He feels the Commission could increase the cost more if they decided to do so. Manager Martin stated that a further legal analysis could be done, but in the meantime, the City needs to act on this recommendation based on the current analysis. Staff recommends higher rates be applied to all water customers beginning in the new fiscal year to meet obligations which is projected to generate almost \$69,000 in additional revenue per year. Any further considerations for this bulk purchaser will require further analysis. Mayor Petersen suggested continued analysis with the input received at this meeting. Director Howell then reviewed the sewer revenues breakdown utilized for budget calculations. She stated the effective rate previously authorized effective October 1 for sewer is not sufficient based on her analysis. Director Williams commented on how their maintenance repair costs on pumps have doubled as an example of why conditions have changed. Manager Martin added that COVID pandemic implications and

other impacts such as supply chain issues have had some impacts as well. Importantly, the prior projections were based upon realizing additional water and sewer revenue because of the AMI project providing more accurate meters but that is going to be at least another several months before the project gets underway in terms of meter deliveries for installation to begin, because of supply chain related schedule delays. Director Howell looked at the real cost and built in additional funding to account for expected impacts that have not yet materialized, which will generate more money into our reserves and savings. The Manager and Director Howell feel that the rate increase should be done as soon as possible; the City cannot afford to wait another year. Vice Mayor Thompson expressed that because the state allows residents/users outside the city limits to be charged up to 15% more for utilities, the City should consider such an increase to help build up the contingency funds on water and sewer. Manager Martin stated that the Commission can consider that option, but as previously discussed in terms of the water rates, it would require further analysis of the impact on the agreement that exists between South Shore and the City. The City would also need to consider the status and implications for current and future out of city customers other than the large bulk user South Shore. Commissioner Gardner stated that she feels it should be addressed; Commissioner Pittman agreed. Manager Martin stated that the City needs to be careful in considering such matters because the City does not use tax money to support the sewer operations; the City would want to justify any factors based on factual analysis of the rates and funding of the utility systems. It was noted that the money would have to go into the sewer fund; it could not be used for any other use. Commissioner Gardner suggested that Manager Martin discuss this topic with Attorney Brandenburg. Manager Martin noted that part of the discussion the City needs to have with those customers on sewer outside the City is making sure their systems are not contributing substantially to our I & I problems specifically those that are single connections with multiple individual units served within neighborhoods outside the City (e.g. mobile home parks or subdivisions on private collection systems). Commissioner Gardner questioned whether we should question Attorney Brandenburg about assessing the higher fee for sewer regardless of some kind of analysis. Director Williams stated that he feels we should get the county involved in addressing existing sewer service to areas outside the City such as the mobile home parks currently connected with a single line. Manager Martin stated the primary analysis necessary is how we are billing the various categories of out of city users and impacts such as I and I on private lines as referenced earlier. He also stated that there has been some discussion of the county pursuing grant funding to assist them in upgrading these privately owned sewage collection systems. We may need to do a more aggressive assessment of their systems because of the potential impact they are having adversely on the wastewater treatment plant so the county could be a beneficial partner to have at the table because they could enforce the codes in that area of the county for failing septic systems or inadequately maintained private collection systems. Commissioner Gardner suggested that Attorney Brandenburg evaluate options to require annual inspections. After further discussion, Director Howell reviewed the revenue breakdown for residential and commercial sewer service utilizing the recommended minimum rate of \$6.90 and the rate per 1,000 gallons of \$5.12. The combined water and sewer revenues would total \$4,321,688. She then reviewed the water/sewer fund expenses and noted that this proposed budget reduces one full time position and splits out a vacant water plant operator position to where half is charged to water and the other half is charged to sewer so that a dual operator could be hired. Director Williams stated that his goal is for his staff to get more experience so that they can be moved



around as necessary to meet service demands. He commented on some of the issues and concerns with the wastewater treatment plant and things he is looking at doing. He stated that he is also looking at capabilities for expanding the water plant in the future even though we are comfortable right now because it takes so long to get funding. Director Howell mentioned that the proposed budget also included the AMI Project and half the managed services. Commissioner Pittman stated that he would not be opposed to increasing the rate of \$5.12 per 1,000 gallons a little more to replace the money that was lost out of reserves last year. Manager Martin replied that staff could evaluate how much that might amount to. Commissioner Pittman stated that nobody likes to raise taxes or rates but if the City is going to operate a system, we must take care of it; the city has to pay for it. Manager Martin then reviewed the capital improvements plans for water/sewer, and at Commissioner Gardner's request, reviewed the process for the Airglades International Airport Expansion utilities projects for water and sewer. He stated there have already been preliminary discussions with the engineer to get ready for the design, which will hopefully be done within 6 months, and we will complete the design then go out for bids and award a contract to fund the City managed water project. The County is managing the wastewater force main project with the first phase having already been completed. The County will be pursuing the next phases in the coming year. He stated that the scope of the City's project is to take the water line from the water plant along US27 and connect to the County's water tank at the airport. Manager Martin and Director Williams commented on two requests to annex, an 1800 acre parcel tied to the airport and a 400 acre parcel on the north side of the highway just outside the city. It was noted that an adjacent property owner of a 40 acre tract has expressed an interest in annexing but they would be responsible for providing their internal development and connection costs. Manager Martin stated the owners of the 1800 and 400 acre parcels would be our water/sewer customers and our goal would be electric as well. Commissioner Pittman stated that there is a power cost adjustment in electric that protects the generation part of our electricity and suggested that we do a fuel adjustment surcharge for garbage so that we do not end up short.

2. **Other Budget Updates** – Manager Martin reported that thanks to the efforts of our consultant, Gloria Rosen, the insurance company has updated their proposed rate increase down to an average of 5% in every category. Based upon the necessary time involved to have employee orientations and the policy renewal schedules, it was the consensus of the Commission for staff to proceed with open enrollment with the City's current provider with the same benefits at the new rates.

Manager Martin then confirmed that the next budget meeting was scheduled for Monday, August 29<sup>th</sup>, at 5:00 p.m. He stated the Library, Parks & Recreation, Golf Course, Electric, CRA and the remainder of Public Works budgets were scheduled to be discussed if allotted time permits. Any uncovered items would be covered in further sessions as needed. If needed, a workshop could also be scheduled for September 7. The City does have to have a balanced budget for the Tentative Budget Hearing on September 7 at 5:05 p.m. Director Howell explained that we have to wait for the County and School Board to set their budget hearing dates and this year, because of the way the advertising schedule fell, they are both scheduled earlier more than a week so that required our schedule to be moved up earlier by more than a week. Manager Martin stated the Final Millage and Budget Hearing is scheduled for September 19 at 5:05 p.m., which is our regular meeting date. The budget can be further

discussed and adjusted until the final adoption is complete consistent with statutory requirements.

### **3. Commission Comments and Discussion**

#### **Adjournment**

**Commissioner Gardner made a motion, seconded by Commissioner Pittman to adjourn the workshop at 6:31 p.m. The motion was approved unanimously.**

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James Pittman, Mayor

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Mary K. Combass, City Clerk



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

**CITY COMMISSION BUDGET WORKSHOP**  
**Wednesday, September 7, 2022**

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The Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Wednesday, September 7, 2022. The workshop was called to order at 6:06 p.m. by Mayor Petersen.

**Attendance:** Commissioners present were: Mayor Kristine Petersen, Vice Mayor Greg Thompson, Commissioner Mali Gardner and Commissioner Hillary Hyslope. Commissioner James Pittman was absent.

**Personnel present:** City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Thomas Lewis and Library Director Natasha Hayes.

**Visitors present:** Terry Gardner and Ian Stone

**Additions/Deletions/Changes and Approval of the Agenda** – There were no additions, deletions or changes to the agenda.

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

**Public Comments** – There were no public comments.

The workshop recessed at 6:07 p.m. and reconvened at 6:15 p.m.

The workshop recessed at 6:17 p.m. and reconvened at 6:38 p.m.

- 1. Library** – Finance Director Shari Howell reviewed the proposed Library budget of \$500,207. She stated the budget includes \$146,000 for a new roof to be funded with ARPA funds. The balance of the budget recommendation, other than the salaries impacted in the same manner as other departments, the budget difference is related to an increase in utilities and building repairs and maintenance. There was a brief discussion about the condition of the roof and leak incidents. Library Director Hayes reported that one long term employee retired. Utilizing existing funding and positions, a full time library coordinator position was created which was filled by a current part time employee who was paid out of state aid. This

resolved an existing issue of the employee not having sufficient time to complete all the tasks that the employee needed to do. She stated that the library and recreation departments have similar plans to enhance services and will work together to coordinate efforts. She mentioned that the library staff is looking at ways to better promote programs. The library hours of operation and programs provided were discussed. Director Howell reviewed the proposed budget for the State Library Grant Fund. She noted that \$15,000 was included to be utilized to paint the exterior of the library. Director Hayes explained her role as the administrator of the Hendry County Library Cooperative and how the grant amount is determined. She also commented on how libraries have expanded and how she is looking at a security system and panic buttons for the library. Manager Martin mentioned that the library also received a used vehicle from the police department to replace an older vehicle.

2. **CRA** – Manager Martin stated that he met with Finance Director Howell and Community Development Director Reese and he believes that with what is projected this year, we can plan for a project on the scale of \$500,000 or more that could be impactful to these areas. Commissioner Gardner stated that the CRA is based on blight and redevelopment which is why she feels US 27 is our biggest issue that we have because people are not going to want to go off the highway into other areas of town because of what they are seeing on the highway. Manager Martin agreed with the highway corridor being a priority and stated that should be the focus of planning uses of CRA money. Manager Martin commented on improvement projects and programs for the 27 corridor that he and staff feel should be looked at including a façade grant program, parking accessibility and availability, appropriate lighting, pedestrian friendly traffic calming improvements. He then recognized Director Howell to review the CRA revenue projections and noted that the specific expenditures are not concrete at this time but the total amount is what is anticipated to be available. Director Howell stated the CRA fund revenues brought forward is \$171,820 and the total revenue budget for FY 2023 is \$452,514. She then reviewed the CRA fund expenses and the CRA Expansion Fund. Manager Martin stated that because the city has not had any significant money in this fund to spend for several years, staff is researching and reviewing guidelines and regulations to determine available options. Commissioner Gardner stated that she feels security cameras in the area will help people feel safer. Manager Martin stated that staff will verify a full range of options; it is a management priority this year from his perspective to develop recommendations for the Commission. He reminded the Commission members that collectively they function as the CRA board and noted that the advisory committee will be involved to make recommendations.
3. **Electric** – Director Howell reviewed the revenues for the Electric Fund. She reported that advisory assistance from FMPA was received because of the current volatility in energy generation fuel prices which is primarily derived from natural gas. She stated that the total proposed services budget is \$14,236,669 while the total electric fund revenues which include the cash carry forward is \$22,607,851. Of that amount, \$1,079,000 has been estimated to include the carry forward of the loan proceeds associated with the AMI electric meter replacement project. Manager Martin stated that this fund total increase reflects a positive gain in cash position or retained earnings at the end of the year based upon current projections. Director Howell added that \$6,300,000 of the \$7,150,046 carry forward is the contingency amount that the City has available in this fund.

4. **Other Budget Updates** – Commissioner Gardner stated that capital projects were not undertaken for a long time because the City did not have the funding to do them. Manager Martin stated that we have got a lot of stuff that needs replacing and fixing and he believes the City has an opportunity to address a significant amount of the pent up demand with the projects expected this year. He explained how this capital project situation is similar to the status of the solid waste fund where the City in the proposed budget will be spending almost \$1,000,000 for three major pieces of equipment in the form of trucks that needed to be replaced a long time ago. The longer the City defers action, the more expensive it gets. He commented on how capital spending is too often always the first thing to be reduced during tough economic times which is why the City is now relying upon borrowing to take care of the issue with multiple solid waste equipment needs at the same time. He observed that municipal governments are not always able to avoid capital outlay borrowing entirely especially for major projects, but if user rates are designed to generate sufficient funding to include a component for accumulating capital replacement reserves, shorter term borrowing can be minimized. He confirmed that 2 new positions, both in the police department, comprised of a dispatcher and an accreditation manager, are created and recommended in this budget. The recommended dispatcher position was taken away several years ago and over the years has caused some issues with scheduling and needs to be dealt with at this time. The recommended goal to achieve department accreditation is simply a matter of timing. The position will be required to achieve the goal, but it could be deferred until later in the fiscal year. Addressing Commission questions, he responded that before management would recommend reducing the operating budget and lowering the tax millage, he would recommend do more toward the salary increase than is included in the proposed budget. The challenges are never going to go away. Past experience suggests that the City is always going to have more needs than available funding. He noted that additional input on all of the cash balances in the different funds was provided to the Commission today directly from the audit. He also noted that review clearly illustrates what has been specifically accomplished in the last three years in terms of improvements to the financial position of the City and more broadly since Director Howell assumed the role of Finance Director. He stated that if city officials stay the course, Clewiston will not see ourselves go backwards even when facing challenging future economic situations. City officials need to be prudent in establishing rates now and diligent in the management of resources going forward. City leaders need to stick together and hold the course and avoid budget projections beyond what is reasonable. The manager stated that he and Director Howell share the same philosophy to project low and be surprised high in terms of revenue estimates.

Manager Martin stated that he feels the county and city should pursue contacts with the new congressional representative in the next congressional session with a unified pitch for more funding support from the federal government next year. It was noted that the City had a lot of positive outcomes and had received strong past support over the years from Congressman Mario Diaz-Balart before redistricting changes Clewiston's representation to Congressman Scott Franklin's district in 2023.

6. **Additional Commission Comments and Discussion - none**

## Adjournment

**Commissioner Gardner made a motion, seconded by Commissioner Hyslope to adjourn the workshop at 7:52 p.m. The motion was approved unanimously.**

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James Pittman, Mayor

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Mary K. Combass, City Clerk



**CITY OF CLEWISTON**  
**Regular Commission Meeting**  
**January 23, 2023**

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The Clewiston City Commission held its Regular Commission Meeting in the City Hall Commission Chambers Monday, January 23, 2023. The meeting was called to order at 5:00 p.m. by Mayor Pittman. Pastor Carlos Roque gave the invocation and the audience joined in reciting the Pledge of Allegiance.

**Commissioners Present:** Mayor James Pittman, Vice Mayor Greg Thompson and Commissioner Mali Gardner. Commissioner Barbara Edmonds attended via telephone. Commissioner Hillary Hyslope was absent.

**Personnel Present:** City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Thomas Lewis, Community Development Director/Fire Chief Travis Reese, Assistant Utilities Director Lynne Mila, Code Enforcement Officer Debbie Clay, Consulting Engineer Joe DeBono and City Attorney Dylan Brandenburg.

**Visitors Present:** Pastor Carlos Roque, Jerry Cochrane, Pedro Diaz and Hendry County Sergeant Wanda Hainley

**Additions/Deletions/Changes and Approval of the Agenda** – Manager Martin stated that Hendry Regional Medical Center’s event application for the health fair under Consent Agenda Item E was modified to reflect the date change for the road closure. He recommended the modified application be approved.

**Public Comments** – There were no public comments.

**1. Consent Agenda**

- A. *City Commission Budget and Regular Workshop Minutes – August 15, 2022*
- B. *City Commission Meeting Minutes – November 21, 2022*
- C. *City Commission Meeting Minutes – December 19, 2022*
- D. *Event Application – Hendry County Fair & Livestock Shows, Inc. – February 8 – 12, 2023 (Approval conditioned on auditorium under construction not being used without certificate of occupancy being issued.)*
- E. *Event Application – Hendry Regional Medical Center Hendry/Glades Health Fair – March 11, 2023*
- F. *Proclamation – Human Trafficking Prevention and Awareness Month – January 2023*
- G. *Resolution No. 2023-001 – Declaration of Unit Nos. 0869, 1024, 53, 77, 103, 66, and 54 as Surplus*
- H. *Resolution No. 2023-002 – Agreement for Plastic Front End Load Containers with Duramax Holdings, LLC, dba Otto Environmental Systems*
- I. *Resolution No. 2023-003 – Hinterland Group, Inc. Change Order No. 8*
- J. *Resolution No. 2023-004 – Final Payment to Hinterland Group, Inc.*



*K. Resolution No. 2023-005 – Johnson-Davis, Inc. Change Order No. 6*

*L. Resolution No. 2023-006 – FDEM Federally-Funded Subaward and Grant Agreement H0878 for the Watershed Management Plan*

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve the Consent Agenda including the modification of the event application under Consent Agenda Item E. Vote 4 yeas, 0 nays. (Commissioner Hillary Hyslope was absent.)**

**PRESENTATION OF HUMAN TRAFFICKING PREVENTION AND AWARENESS MONTH PROCLAMATION TO HENDRY COUNTY SHERIFF’S OFFICE** – Sergeant Wanda Hainley with the Hendry County Sheriff’s Office commented on the human trafficking prevention and awareness training that is available and thanked the Commission for recognizing the necessity for education and for supporting the efforts to educate the community about concerns related to human trafficking and efforts to prevent it from happening in our area. Mayor Pittman read the proclamation and presented it to Sergeant Hainley on behalf of the City Commission.

Manager Martin stated that the City’s Public Works Department has installed special signage provided by third party advocates at the entrances and other locations at all City’s parks providing information to interested parties about human trafficking concerns and assistance.

## **ORDINANCE**

- 2. Ordinance No. 2023-01 – First Reading – 5:05 p.m.** – Ordinance No. 2023-01 amends Code of Ordinances § 110-530, Residential Development and Improvement and § 110-531, Commercial Development and Improvement regarding storm shutters.

Manager Martin stated that a draft ordinance was prepared with an alternative version also provided that addresses workshop comments provided by the Commission regarding consideration for part time residents. Mayor Pittman opened the public hearing and read Ordinance No. 2023-01 by title. He invited comments from the public. No comments from the public were heard. City Attorney Dylan Brandenburg highlighted some of the significant revisions included specifically noting that this ordinance provides a specific definition for storm shutters and a more reasonable timeline for removal and noted the alternate version has a provision for seasonal shutters for residents absent for lengthy periods of time. Commissioner Gardner expressed that she prefers the Alternate 1 version. Mayor Pittman agreed and noted that the City Manager may extend the storm shutter removal period based upon the draft provisions. Manager Martin advised that stipulated extensions would be evaluated on a case-by-case basis. Code Enforcement Officer Debbie Clay confirmed that this ordinance would give her what she needs for enforcement in terms of improvements over the current ordinance provisions. At the conclusion of the discussion, Mayor Pittman declared the public hearing closed.

**Commissioner Edmonds made a motion, seconded by Vice Mayor Thompson, to approve the Alternative No. 1 version of Ordinance No. 2023-**

**01 on first reading and set the public hearing for February 20, 2023. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)**

### **RESOLUTIONS**

- 3. Resolution No. 2023-007** – Resolution No. 2023-007 approves the administrative recommendation to reduce the code enforcement lien to \$9,690.00 consistent with the Special Magistrate's recommendation in Order Granting of Fine Reduction Request: Recommendation, City of Clewiston, Florida v. S & L Florida Investment, Code Compliance Case No. 18-0336, dated January 17, 2023.

Mayor Pittman summarized the agenda item and read Resolution No. 2023-007 by title. Manager Martin explained that the current property owner was not the owner of the property when the fines accrued; they acquired the property through a tax deed sale. They addressed the code issues relatively quickly upon acquiring ownership. Vice Mayor Thompson stated that the current owner turned the blighted property around quickly which helped in making a noticeable improvement on W.C. Owen. Mayor Pittman inquired about why the outstanding lien was not addressed when the property was sold. Code Enforcement Officer Clay stated the property was purchased through a tax deed sale action. She advised that the buyer was devastated when they found out about the accrued fines and immediately worked with the City to address the code issues and improve the property and achieving compliance. Attorney Brandenburg explained that this happens a lot on private transactions without title insurance; these type liens do not show up unless the private purchaser goes the extra mile to conduct the title searches themselves. Mayor Pittman observed that the house is beautiful but he did not see house numbers displayed when he rode by the location today. Commissioner Gardner stated that she does not understand how the magistrate came up with the amount because she knows the \$150 administrative fee does not cover the cost of the work that Officer Clay had to do with the previous property owner and the time involved in all of this. Manager Martin explained that according to the magistrate, most communities forgive 80% to 90% of liens in comparable cases; staff initially requested 80%, the property owner wanted 100% and the parties ended up compromising at the recommended 85%. Officer Clay stated that from her knowledge as a code enforcement officer, hard costs to the city are those that involved actual directly related expenditure of taxpayer dollars and not the soft cost of doing business; e.g. the regular costs of doing business such as staff time involved cannot be included. Manager Martin advised that in deciding whether to reduce the lien amount, officials can take such matters into consideration, as well as, the aggravation and annoyance to that neighborhood and the community at large. Management feels something in terms of the fine amount paid needs to be assessed to hopefully act as a deterrent even though in this particular case, this owner upon acquiring title and being advised of the deficiencies acted responsibly. The previous owners abandoned the property essentially and let the conditions continue to blight the community.

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2023-007 to authorize reduction of the lien to \$9,690 consistent with the Special Magistrate's recommendation. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)**

Before the vote, Manager Martin noted for the record, approval of the lien reduction is contingent on the property owner making that payment prior to the established date in April. If the owner fails to do that, the lien will stay in place.

4. **Resolution No. 2023-008** – Resolution No. 2023-008 authorizes the execution and delivery of a Master Equipment Lease/Purchase Agreement with Truist Bank sponsored by the Florida League of Cities Inc.; authorizes the lease purchase financing of the acquisition and installation of certain equipment; authorizes the execution and delivery of an Acquisition Fund Agreement; authorizes the execution of such other documents as may be necessary to complete the transactions to provide financing of new refuse trucks for the City.

Mayor Pittman summarized the agenda report and read Resolution No. 2023-008 by title. Manager Martin explained that with a lease purchase option, you have the option of letting the equipment go back or keeping it once you've made all the payments. He noted that we will get the titles to the equipment upfront but the titles revert if we don't pay all the payments. Our intention is to buy the equipment outright. He clarified that the city would not pay anything extra for the equipment if all the payments are made.

Director of Operations Danny Williams commented on how the increased capacity side loader, which was received today, will be able to load the north side of town in one load instead of making 2 or 3 trips. He stated the front loader, which should be received at the end of the month, will replace the 1991 commercial vehicle that currently collects the commercial routes. The third truck being purchased is a grapple loader that will be used to pick up bulky debris. He confirmed that staff will receive training but the truck operations are similar to what the City currently utilizes. Manager Martin stated that the department is planning for staff to do more of the maintenance on the equipment than they have in the past. Mayor Pittman expressed concern with how long the equipment would last as this is a 10-year agreement. Manager Martin stated the maintenance costs for the equipment would be reviewed to determine when it would be sold, but life expectancy should be at least ten years. The advantage with this lease is that we can trade up any time; and there is no penalty to pre-pay either. Based on experience, the Manager believes the City will use the equipment close to 10 years or longer. Mayor Pittman stated that he feels our goal should be to charge rates sufficient to build up all of our enterprise funds so that we can pay for these things when they come due because our costs are going to continue to go up every year. Manager Martin commented that the City has a capital contribution budgeted now. Vice Mayor Thompson agreed with Mayor Pittman and commented about budget transfers. Manager Martin agreed and offered that the challenge is maintaining rates at sufficient levels which recognize the need for cost of living adjustments when necessary to cover factors that impact adversely on the budget and personnel.

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2023-008. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)**

**MISCELLANEOUS ACTION AND DISCUSSION ITEMS**

5. **Old Business** – Manager Martin confirmed the next workshop is scheduled for 5:00 p.m. on January 30. That agenda will be distributed later this week.

6. **Departmental Monthly Activity Reports** – Vice Mayor Thompson inquired about the issue of accumulated garbage and conditions at Dollar Tree. Code Enforcement Officer Clay stated that she has an open ongoing case about the unsightly conditions there. She commented on the activity and status and stated the case will be on the magistrate agenda.

Vice Mayor Thompson commented on the number of shopping buggies at the Green Tree and Goodwill properties and the garbage, furniture and mattresses at the Green Tree property. Officer Clay stated that she calls the property managers who respond but there is no change in a long acting plan to stop it. Vice Mayor Thompson asked who should be held accountable because it definitely needs to be addressed. Officer Clay stated that she feels the store owners cannot be held accountable because they are not the ones placing them there, but the citizens could be held accountable if they are seen removing the carts from the store, but she is not sure where the complaint has to come from. After further discussion, Commissioner Gardner stated that she feels we need to find some way to hold the property owners accountable and requested that staff look at the City's code to see if there is anything further that can be done especially along the US27 corridor. Mr. Jerry Cochrane suggested that we also look at the trash behind the Goodwill property.

7. **Comments from City Manager** – Manager Martin reminded the Commission that the City will welcome the US Army Corps of Engineers (USACE) with a reception tomorrow at 5:00 p.m. and that the ribbon cutting for the Herbert Hoover Dike Rehabilitation project is scheduled for Wednesday morning at 10:00. He agreed to find out if the public is invited to the ribbon cutting. Vice Mayor Thompson asked Manager Martin if he had talked to the USACE about holding Treviicos accountable for the damage to the roads that were used for the project. Manager Martin stated that they have had some communications and staff has been collecting data.
8. **Comments from City Attorney** – Attorney Brandenburg had no comments.
9. **Comments from the City Commission** – Commissioner Gardner requested that staff provide an update for the community on the automated meter reading. Manager Martin commented on the improvements that would be provided with the project and stated that some of the advantages will be included in the briefing.

Commissioner Gardner stated that she wished we could come up with a process to quickly address trash issues on private property especially in the commercial district.

Mayor Pittman asked for an update on the implementation of the special assessment for the firefighter pension. Manager Martin stated that staff is in the process of trying to negotiate the additional study information from the vendor the county used so that we could consider the assessment during the next budget cycle. Director/Fire Chief Reese stated that he hoped to have an update for the Commission as soon as the January 30, 2023 workshop.

Commissioner Edmonds wished everyone a good night.

**Adjournment**

**Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to adjourn the meeting at 5:49 p.m. The motion was approved unanimously. (Commissioner Hyslope was absent.)**

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James Pittman, Mayor

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Mary K. Combass, City Clerk



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

**CONSENT AGENDA ITEM REPORT E**  
**Commission Meeting Date: February 20, 2023**

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**Subject: Resolution No. 2023-009**

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1. **Background/History:** Resolution No. 2023-009 approves the CJIS Interagency Agreement between the Clewiston Police Department and the Hendry County Sheriff's Office and authorizes Police Chief Lewis to sign on behalf of the City of Clewiston.

CJIS compliance is important for law enforcement agencies who handle intelligence data. An updated agreement, which was previously signed by former Clewiston Police Chief Aaron Angell, is being requested by the Hendry County Sheriff's Office to reflect the current police administration for auditing purposes.

2. **Financial Impact:** None
3. **Attachments:**
  - a. Resolution No. 2023-009
  - b. CJIS Interagency Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-009.

**RESOLUTION NO. 2023-009**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE  
INTERAGENCY AGREEMENT BETWEEN HENDRY COUNTY SHERIFF'S  
OFFICE AND CLEWISTON POLICE DEPARTMENT FOR CRIMINAL JUSTICE  
INFORMATION EXCHANGE AND USE.**

**WHEREAS**, the Hendry County Sheriff's Office ("HCSO") and the Clewiston Police Department ("CPD") are criminal justice agencies formally recognized by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

**WHEREAS**, the HCSO maintains an electronic records management system for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information ("CJI"); and

**WHEREAS**, the CPD wishes to routinely receive HCSO CJI for the administration of criminal justice and enter into an agreement with HCSO to establish the relationship between, and set the responsibilities of, the parties to the agreement.

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

**SECTION 1.** The attached Interagency Agreement Between Hendry County Sheriff's Office and Clewiston Police Department for Criminal Justice Information Exchange and Use is hereby approved.

**SECTION 2.** The Clewiston Police Chief is hereby authorized and directed to sign the agreement.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 20<sup>th</sup> day of February, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
James Pittman, Mayor

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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



**INTERAGENCY AGREEMENT BETWEEN HENDRY COUNTY SHERIFF'S OFFICE AND  
CLEWISTON POLICE DEPARTMENT FOR CRIMINAL JUSTICE INFORMATION  
EXCHANGE AND USE**

**WITNESSETH**

**WHEREAS,** The **HENDRY COUNTY SHERIFF'S OFFICE** hereafter referred to as HCSO, and the **CLEWISTON POLICE DEPARTMENT**, hereafter referred to as CLPD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

**WHEREAS,** The HCSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

**WHEREAS,** The CLPD wishes to routinely receive HCSO CJI for the administration of criminal justice;

**NOW THEREFORE,** The parties agree as follows,

1. The CLPD shall receive files containing offense reports and related records from the HCSO via a Secure File Transfer Protocol (SFTP) site, encrypted VPN tunnel, or paper.
2. The HCSO will provide the CLPD with the records for criminal justice purposes at no cost to the CLPD.
3. The CLPD agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. The CLPD agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the HCSO, dated April 2020, a copy of which is attached to this Interagency Agreement, to include but not be limited to the FBI CJIS Security Policy.
5. The CLPD agrees that it shall make use of the records for authorized criminal justice purposes only.
6. The CLPD will disseminate CJI related information obtained from the HCSO only for criminal justice purposes.
7. The CLPD will maintain any information obtained from the HCSO in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws.
8. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
9. To the extent provided by the laws of Florida, the CLPD agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.

10. The CLPD must ensure all devices with connectivity to the CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.
11. CJI may only be accessed via computers or interface devices owned by the CLPD or contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the CLPD may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.
12. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
13. The CLPD will have a written policy for discipline of personnel who access CJI via the HCSO records for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures and will provide a copy of that policy to the HCSO for its records.
14. The HCSO staff and CLPD personnel shall submit instances of violations of subsection (10) to the proper point of contact within the HCSO for follow-up.
15. The CLPD will provide a point of contact to the HCSO for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI for follow-up and disciplinary action as appropriate. The CLPD will conduct appropriate follow-up and will notify the HCSO of the outcome of investigations related to violations of this agreement.
16. The HCSO has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
17. The HCSO reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.
18. Either party may terminate this agreement upon thirty (30) days written notice, except that the HCSO may terminate this agreement immediately and without notice upon finding that the CLPD has violated the terms of this agreement.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**Hendry County Sheriff’s Office**

**WITNESS**

\_\_\_\_\_  
Steve Whidden (Sheriff)                      Date

\_\_\_\_\_  
Patsy Wegscheid                                      Date  
Sheriff’s Assistant

**Clewiston Police Department**

**WITNESS**

\_\_\_\_\_  
Thomas P. Lewis (Chief)                      Date

\_\_\_\_\_  
Witness Name and Title                                      Date



# EVENT APPLICATION

## City of Clewiston

115 W. Ventura Ave.  
Clewiston, FL 33440

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

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

Date of Event: <b>March 17, 18, 2023</b>		Applicant's Name: <b>Julia du Plooy</b>		Event: <b>Clewiston Sugar Festival</b>	
Mailing Address: <b>109 Central Ave</b>		City: <b>Clewiston</b>		State/Zip Code: <b>FL 33440</b>	
Telephone No. <b>352.258.5964</b>		Email Address: <b>juliaduplooyllc@gmail.com</b>		Fax No.	
Representative to Contact: <b>Same as above</b>			Telephone No:		
Site/Facility for Event: <b>Sugar Festival Parks &amp; Feilds</b>		Time Event Starts: <b>3/12/23</b>		a.m. <b>7:00</b> p.m.	
Estimated No. of Attendance: <b>15.000</b>		Time Event Ends: <b>3/18/23</b>		a.m. p.m.	
				Beginning Time: 3/16/22 8:00 am <b>a.m.</b> p.m.	
				Ending Time: 3/19/22 8:00 am <b>a.m.</b> p.m.	
Description of Event: <b>See attached</b>					
Will Food be Served? <b>Yes</b> No		Will Alcohol be Served?*		Yes <b>No</b> Are Dumpsters Needed? <b>Yes</b> No	
Is Electricity Needed? <b>Yes</b> No		Minimum of (2) officers required* Officers x \$35/\$50 =		\$ Mandatory Cleaning Fee (Determined by type of Event): \$	
Any other City Service/Equipment Needed? If Yes, explain:		<b>Yes</b> No		City Supervisors Needed? Yes No	
				Supervisors @\$20 per hour = \$	
The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.					

Applicant's Signature: <i>Julia du Plooy</i>	Date: <b>2/9/23</b>
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### Fees (to be completed by City representative):

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

### Remarks:


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


Revised 10/17/11

\*\$35 Non-Alcohol / \$50 Alcohol is served. Any teen event minimum of (4) officers required.



Mayor James Pittman  
and the City Commissioners  
City of Clewiston  
115 West Ventura Avenue  
Clewiston, FL 33440

February 10, 2023

Dear Mayor James Pittman and the City Commissioners,

The Sugar Festival Committee is busy at work planning our 37th Annual Clewiston Sugar Festival, to be held on Friday and Saturday, March 17th & 18th in and around Civic Park. We remain appreciative of the support that we have received over the years from the City of Clewiston through staff and services.

This year's festival is shaping up to be one of the biggest yet with entertainment by Lee Brice, Ian Munsick, Ashland Craft and very special guest Grand Funk Railroad.

We respectfully request your support and assistance with the following:

- Use of the Clewiston Youth Center for the Sweet Taste Baking Competition  
Sunday, March 12, 2023 7:00am – 4:00pm
- Permission to use/place bounce houses & food trucks on 'Sugar Festival Field'  
March 12, 2023, 7:00am – 4:00pm (no road closures)
- Providing and placing dumpsters and trash cans throughout the park area, with  
schedules for emptying the trash cans as the event proceeds and for the final clean  
up after the festival concludes
- Assistance with dropping of power lines and hanging banners, pennants, and  
signage in the Sugar Festival Area
- Permission to close on Thursday, March 16, 2023:
  - o Royal Palm Avenue from Sugarland Highway to East Pasadena Avenue
- Permission to close on Friday, March 17<sup>th</sup>, 2023:
  - o Osceola from Ponce de Leon to North Deane Duff Ave
  - o Royal Palm Ave from Pasadena to Balboa Street
  - o North Deane Duff from Osceola Avenue to Royal Palm Avenue
- Permission to close on Saturday, March 18, 2023:



- Osceola from intersection with North Deane Duff west to intersection with North W.C. Owen
- Royal Palm Avenue from the intersection with Pasadena and north to intersection with North Deane Duff
- Ponce de Leon Avenue from Sugarland Highway north to intersection with North W.C. Owen Avenue
- North Dean Duff from intersection with Osceola North to intersection with Royal Palm Avenue
- Balboa from intersection with Royal Palm Ave West to intersection with Ponce de Leon Ave
- Section of Pasadena north of the Clewiston Inn
- Requests for all road closures taking place on Saturday March 18, 2023, to take place no later than 6:00am Saturday morning.
- Placing of street barricades for the above intersections beginning Friday, March 17, 2023, until the end of the festival on Saturday March 18, 2023
- Permission to erect a small stage in civic park Thursday March 16, 2023
- Permission for tents to be erected in the park area east of the city pool beginning on Wednesday, March 15, 2023, and removed on March 20, 2023.
- Permission for the main stage to be set up on the tennis courts north of the Clewiston Inn.
- Permission for tents to be placed on both the Youth Center and Library parking lots. We request these parking lots be taped off on the evening of Wednesday, March 15, 2023, so that they will be free of vehicles once crews arrive to place the tents. The tent vendor will ensure that all repairs will be made from stakes that have to be placed into the asphalt. Tents will be placed on March 16, 2023 and removed March 20, 2023
- City preparation of the horseshoe, and tennis courts that will be used for sports tournaments March 18, 2023.
- City preparation of the baseball fields at Sugarland Sports Park that will be used for a softball tournament Thursday March 16, 2023
- Use of Sweetest Town Playground that will be used for kids play park Friday March 17, 2023 and Saturday March 18, 2023
- Request to begin setting up equipment on the grassy area of Sweetest Town Playground March 13<sup>th</sup>, 2023.
- Request overall coordination of the Sugar Festival security be handled by the Clewiston Police Department with appropriate coordination with the Hendry County Sheriff and all private security
- Designation of additional handicapped parking along North Deane Duff, Royal Palm Avenue, and Ponce de Leon Avenue as Chief Tom Lewis deems necessary

The Clewiston Sugar Festival committee is very appreciative of the continued support given to us by the City of Clewiston and its employees. Without your support the





festival absolutely would not be a success. We look forward to working together to give the residents and our visitors one of the best Festivals to-date!

Warm Regards,

Julia du Plooy  
Clewiston Sugar Festival Chairwoman







## FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston Sugar Festival

Date(s) of Event: 3/18 - 3/19 2023 Estimated Attendance: 15,000 per day

3/17/23 5:00pm to 9:00pm

Times of Event: 3/18/23 8:00am - 7:00 pm Set-up: 3/16/22 8:00am Breakdown: 3/21/22 8:00am

Event Location: Sugar Festival Field / Civic Park / Sweet Taste Playground (See Attached Map)

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

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

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

Description of Event: End of harvest celebration

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

☒ Gas      ☒ Electric      ☒ Charcoal      ☐ Other: \_\_\_\_\_

Will any of the following event staging items be used?

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

Please attach:

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

Producing Organization/Entity: Clewiston Sugar Festival Inc

Contact Name: Julia du Plooy

Phone: 352.258.5964 Emergency contact: \_\_\_\_\_

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

### APPLICANT INFORMATION: Julia du Plooy for

Name (Please Print): Clewiston Sugar Festival Inc Signature: Julia du Plooy

Mailing Address: 109 Central Ave, Clewiston FL 33440

Phone: 863.983.7979 Cell: 352.258.5964

Email: juliaduplooyLLC@gmail.com

**SPECIAL EVENT PERMIT  
HOLD HARMLESS AGREEMENT**

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

Clewiston Sugar Festival to be held on March 17 & 18.  
(Name of Event) (Date of Event)

Clewiston Sugar Festival  
Name of sponsoring Individual(s) or Organization/Group  
109 Central Ave, Clewiston, FL 33440  
Address  
863.983.7979 juliaduplooyllc@gmail.com  
Phone No. (include Area Code) Email Address

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

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

**AUTHORIZED REPRESENTATIVE**

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

I, Julia du Plooy, warrant that I have authority to bind Clewiston Sugar Festival  
(Name of individual) (Name of Organization/Group)  
\_\_\_\_\_ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

Julia du Plooy 2/10/23  
Signature Date  
\_\_\_\_\_  
Signature Date

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

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

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



# PROCLAMATION

## SUGARCANE FARMERS APPRECIATION WEEK

**WHEREAS**, Florida Sugarcane Farmers are the nation's largest raw and refined cane sugar producers and make Clewiston "America's Sweetest Town"; and

**WHEREAS**, Florida Sugarcane Farmers are made up of men and women from every walk of life who, through their work ethic and love of community, are truly a mainstay to their agricultural regions and this great nation; and

**WHEREAS**, Florida Sugarcane Farmers generate more than 4 billion dollars in annual economic activity and are leaders in technology and environmental stewardship--taking good care of their land, air and water resources in the State of Florida; and

**WHEREAS**, Florida Sugarcane Farmers have partnered in Everglades restoration and reduced phosphorus leaving their farms by an average of 57% annually for more than two decades, more than double what is required of them; and

**WHEREAS**, Florida Sugarcane Farmers provide approximately 50% of the cane sugar produced, and 25% of all sugar produced in the United States; and

**WHEREAS**, Florida Sugarcane Farmers have provided community gardens, day care centers, playgrounds, libraries, civic and youth centers, swimming pools, scholarships, houses and continually contribute to other civic improvements and community programs; and

**WHEREAS**, the **CLEWISTON SUGAR FESTIVAL** has become a means to show community appreciation for our Florida Sugarcane Farmers,

**NOW, THEREFORE**, we, the City Commission of the City of Clewiston, Florida do hereby proclaim March 13-19, 2023, as "**SUGARCANE FARMERS APPRECIATION WEEK**" and urge all citizens to express their appreciation to all aspects of our local sugarcane industry for the vital contributions that our farmers and industry make to the well-being of the State of Florida and the United States of America.

**IN WITNESS WHEREOF**, I have set my hand on this the 20<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
James Pittman, Mayor

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

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

**CONSENT AGENDA ITEM REPORT NO. 2**  
**Commission Meeting Date: February 20, 2023**

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**Subject: Ordinance No. 2023-01 – PUBLIC HEARING - Final Reading – 5:05 p.m.**

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- 1. Background/History:** Ordinance No. 2023-01 amends Code of Ordinances § 110-530, Residential Development and Improvement and § 110-531, Commercial Development and Improvement regarding storm shutters.

The City Commission approved the version of Ordinance No. 2023-01 that included a provision for seasonal shutters on first reading on January 23, 2023 by a vote of 4-0. (Commissioner Hyslope was absent.)

- 2. Financial Impact:** N/A

- 3. Attachments:**

- a. Ordinance No. 2023-01
- b. Affidavit of Publication

- 4. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2023-01.

**ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 110-530, RESIDENTIAL DEVELOPMENT AND IMPROVEMENT and § 110-531, COMMERCIAL DEVELOPMENT AND IMPROVEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clewiston City Commission met at its December 5th, 2022, workshop to conduct a review ordinance section 110-530 and recommended amendments to the City's existing storm shutter ordinance; and

**WHEREAS**, the City of Clewiston has determined that it is necessary to amend the City of Clewiston Code of Ordinances to revise Chapter 110, Section 530 Residential Development and Improvement.

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

**SECTION 1.** The Clewiston Code of Ordinances, Section 110-530 Residential Development and Improvement is hereby amended as follows, additions are denoted by underline, deletions are denoted by strikethrough:

**Sec. 110-530. - Residential development and improvement.**

(a)Applicability. These regulations shall apply to all single-family and two-family residential dwellings located in zoning districts R-1A, R-1B, R-1C, RM-1, RM-2, R-2 and R-3 as designated on the future land use map.

(b)Roofs. All roofs shall be constructed in the following manner:

At least 70 percent of the footprint of air conditionable space plus attached garage space must be covered by a roof with a minimum 4:12 pitch. Subject to the following restrictions:

(1) Roof overhang shall not be less than 16 inches.

(2) Front doors shall have covered entry and landing.

(3) No flat roof shall be visible from the street adjacent to a front yard except that flat aluminum roof panels used as carports behind the front yard setback.

Exception: These standards shall not apply to those properties located in the RM-1 or RM-2 zoning district.



(c) Windows. The installation of reflective glass and/or reflective window film is prohibited. This prohibition shall not be interpreted to prohibit the installation of non-reflective window film designed to protect glass from wind damage.

Windows used in front facade shall be of a consistent type and shall be placed in a manner to create a unified architectural design.

(d) ~~Storm Shutters, storm panels and storm rollups.~~ Shutters, storm panels and storm rollups shall meet the following design standards:

(1) Definition: Storm Shutters, storm panels, and storm rollups refer to any window or door covering designed, intended, or used to protect the window or door opening from wind or flying debris damage during a windstorm or other weather event. Examples include but are not limited to, plywood panels, aluminum panels, steel panels, polycarbonate panels, rollups, movable awnings, and accordion shutters.

~~(1)~~ (2) Permanently installed shutters:

a. Shutters shall be painted to match either the principal color or the trim color of the structure to which they are attached.

b. Permanently installed hardware for storm panels and storm rollups shall be painted to match the principal color or the trim color of the structure to which it is attached, according to which will make such hardware the least noticeable.

c. No permanently installed plywood panels are permitted.

d. Use. It shall be prohibited to cover any window or door opening with Storm Shutters unless a hurricane, tornado, or tropical storm watch has been declared for the area encompassing the City. Storm Shutters shall be removed within thirty (30) days after the issuance of the hurricane, tornado, or tropical storm watch. This period for removal may be extended by order of the City Manager during a declared state of emergency.

~~(2)~~ (3) ~~Storm shutters and panels which are not permanently installed shall meet the following utilization standards~~ Temporary Shutters:

a. Use. It shall be prohibited to cover any window or door opening with temporary Storm Shutters unless a hurricane, tornado, or tropical storm watch has been declared for the area encompassing the City. Temporary storm shutters shall be removed within thirty (30) days after the issuance of the hurricane or tropical storm watch. This period for removal may be extended by order of the City Manager during a declared state of emergency.

~~They may be put in place or closed not more than 72 hours before and 72 hours after a storm event;~~

~~b. They may be put in place or closed for two periods of up to 15 days each between June 1 and November 30 (the hurricane season) when the owner is absent; and~~

~~c. They may be put in place on rear windows during any period of time.~~

(4) Seasonal Shutters:

a. Use. In the event, a property owner will be out of town for an extended period of time and wishes to maintain permanent or temporary shutter coverage outside the limitations of this section an application may be made for such coverage subject to the community development director's approval. Such application shall be signed by the property owner and shall state the reason for the request and the window of time necessary for coverage.

(e) Utilities.

(1) Utility meters and related conduits shall be located on side or rear walls and conduits located other than in the rear of the building shall be painted to match either the wall or trim color.

(2) On-site utility services shall be installed underground.

(f) Outside areas.

(1) Mechanical equipment shall be installed in a side or rear yard. When installed in side yard, such mechanical equipment shall be located no closer than five feet to the front facade of the structure.

(2) Clotheslines shall be installed in locations which shall not be conspicuous from the public streets or from adjoining properties. Fences, patio or porch railings may not be used as clotheslines. Clotheslines must not be higher than six feet or 20 feet in length. Fences or walls for the enclosure of clothes drying areas may be erected to a maximum height of six feet; provided, however, such construction is in compliance with zoning regulations as to location on the property, the size of the area to be enclosed, and the height of the fence or wall.

(3) No person shall place, use, keep, store, or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches, and any mattresses on any open porch, yard, or exterior area of structures. For purposes of this section, the interior of any fully enclosed porch, including, without limitation, a porch enclosed by screening material, that cannot be accessed from outside except through a door that can be locked shall not be considered an open porch. This section shall not apply during a lawful yard sale or garage sale while such furniture is offered for sale; nor shall it apply while such furniture is otherwise lawfully held for garbage collection at the curbside or other such area designated by the city for such pick-up.

**Sec. 110-531 - Commercial development and improvement.**

(a) Applicability. These regulations shall apply to all commercial and industrial structures located in zoning districts C, I and 27 Corridor as designated on the future land use map.

(b) ~~Storm Shutters, storm panels and storm rollups. Shutters, storm panels and storm rollups~~ shall meet the following design standards:

(1) Definition: Storm Shutters, storm panels, and storm rollups refer to any window or door covering designed, intended, or used to protect the window or door opening from wind or flying debris damage during a windstorm or other weather event. Examples include but are not limited to, plywood panels, aluminum panels, steel panels, polycarbonate panels, rollups, movable awnings, and accordion shutters.

~~(1)~~ (2) Permanently installed shutters:

a. Shutters shall be painted to match either the principal color or the trim color of the structure to which they are attached.

b. Permanently installed hardware for storm panels and storm rollups shall be painted to match the principal color or the trim color of the structure to which it is attached, according to which will make such hardware the least noticeable.

c. No permanently installed plywood panels are permitted.

d. Use. It shall be prohibited to cover any window or door opening with storm shutters unless a hurricane, tornado, or tropical storm watch has been declared for the area encompassing the city. Storm shutters shall be removed within thirty (30) days after the issuance of the hurricane, tornado, or tropical storm watch. This period for removal may be extended by order of the City Manager during a declared state of emergency.

~~(2)~~ (3) Storm shutters and panels which are not permanently installed shall meet the following utilization standards Temporary Storm Shutters:

a. Use. It shall be prohibited to cover any window or door opening with temporary storm shutters unless a hurricane, tornado, or tropical storm watch has been declared for the area encompassing the City. Temporary storm shutters shall be removed within thirty (30) days after the issuance of the hurricane or tropical storm watch. This period for removal may be extended by order of the City Manager during a declared state of emergency. They may be put in place or closed not more than 72 hours before and 72 hours after a storm event;

b. They may be put in place or closed for two periods of up to 15 days each between June 1 and November 30 (the hurricane season) when the owner is absent; and

c. They may be put in place on rear windows during any period of time.

**SECTION 2.** 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 3.** 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 4.** 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 5.** 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 January 23, 2023.

**PASSED AND ADOPTED** on second and final reading by the City Commission on February 20, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

# INDEPENDENT NEWSMEDIA INC. USA

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

## STATE OF FLORIDA COUNTY OF HENDRY

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

### Public Notice

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

02/01/23

(Print Dates)

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

02/01/23, 02/02/23, 02/03/23, 02/04/23, 02/05/23, 02/06/23, 02/07/23,

02/08/23

(Website Dates)

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

### NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on February 20, 2023 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

#### ORDINANCE NO. 2023-01


**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 110-530, RESIDENTIAL DEVELOPMENT AND IMPROVEMENT and § 110-531, COMMERCIAL DEVELOPMENT AND IMPROVEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

581003 HEND 2/1/2023



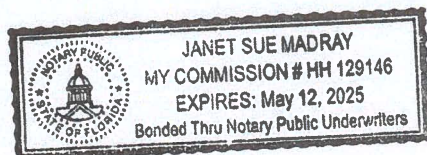
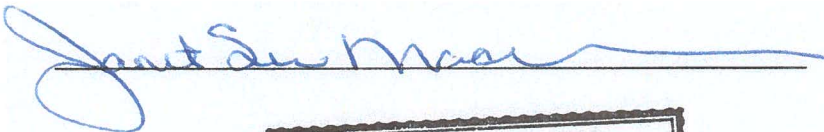
Katrina Elsen Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

1st day of February, 2023.



(Signature of Notary Public)  
STAMP OF NOTARY PUBLIC

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

**AGENDA ITEM REPORT NO. 3**  
**Commission Meeting Date: February 20, 2023**

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**Subject: Resolution No. 2023-010**

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- 1. Background/History:** Resolution No. 2023-010 authorizes the Mayor to sign the State of Florida Department of Transportation Small County Outreach Program (SCOP) Agreement to provide funding for the design, construction, and CEI for the resurfacing of West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue.
- 2. Financial Impact:** \$812,857 – Grant Funding
- 3. Attachments:**
  - a. Resolution No. 2023-010
  - b. Florida Department of Transportation State-Funded Grant Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-010.



## **RESOLUTION 2023-010**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, WHICH AGREEMENT PROVIDES FUNDING FOR THE DESIGN, CONSTRUCTION, AND CEI FOR THE RESURFACING OF WEST VENTURA AVENUE WITHIN THE CITY OF CLEWISTON; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Small County Outreach Program ("SCOP") has been created within the Florida Department of Transportation ("FDOT") to provide funds to municipalities within rural areas of critical concern for resurfacing or reconstructing roads; and

**WHEREAS**, the City of Clewiston desires to resurface West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue; and

**WHEREAS**, FDOT desires to provide funding to the City for the design, construction, and CEI for the resurfacing of West Ventura Avenue; and

**WHEREAS**, FDOT and the City have legal authority to enter into such an agreement; and

**WHEREAS**, the City Commission of the City of Clewiston has determined that such an agreement would be in the best interest of the health, safety and welfare of the citizens of the City.

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

**SECTION 1.** The City Commission of the City of Clewiston hereby authorizes its Mayor to execute the State of Florida, Department of Transportation Small County Outreach Program Agreement to provide funding for the design, construction, and CEI for the resurfacing of West Ventura Avenue ("Agreement"), which Agreement is attached hereto.

**SECTION 2.** This resolution shall take effect immediately upon its adoption.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 20<sup>th</sup> day of February, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

---

FPN: <u>449667-1-54-01</u>	Fund: <u>SCRC</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>07 - Hendry County</u>	Contract No: _____	Vendor No: <u>F596000291014</u>

---

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and City of Clewiston, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and CEI for the resurfacing of West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$812,857.00 (Eight Hundred Twelve Thousand Eight Hundred Fifty-Seven Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$812,857.00 (Eight Hundred Twelve Thousand Eight Hundred Fifty-Seven Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the



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Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

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Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design



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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
  - g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
  - h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
  - i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
  - j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
  - k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- 11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

- 12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and



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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient 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 Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, 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 Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. 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 Recipient 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, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, 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 Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] 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 [ENTITY], 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 [ENTITY].

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.



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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient 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
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Clewiston

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Review:

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



**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 449667-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
the City of Clewiston (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 1,300 feet**PROJECT DESCRIPTION:** West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Clewiston in connection with the design, construction, and CEI for the resurfacing of West Ventura Avenue from W.C. Owen Avenue to Deane Duff Avenue, approximately 1,300 feet. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for the City to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to City specifications.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
10. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by December 31, 2024 .
- c) Right-of-Way requirements identified and provided to the Department by December 31, 2024.
- d) Right-of-Way to be certified by December 31, 2024.
- e) Construction contract to be let by December 31, 2025.
- f) Construction to be completed by December 31, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**


**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Clewiston 115 W Ventura Avenue Clewiston, FL 33440		<b>FINANCIAL PROJECT NUMBER:</b> 449667-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (SCRC)	\$812,857.00	\$	\$812,857.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$812,857.00 %	\$ 0.00 %	\$812,857.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$812,857.00	\$ 0.00	\$812,857.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph  
 District Grant Manager Name

DocuSigned by:  
  
 Signature

1/9/2023 | 1:38 PM EST

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and City of Clewiston

PROJECT DESCRIPTION: West Ventura Avenue from S Olympia Street to Deane Duff Avenue

FPID#: 449667-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: \_\_\_\_\_ **P.E.**  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$812,857.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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

**AGENDA ITEM REPORT NO. 4**  
**Commission Meeting Date: February 20, 2023**

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**Subject: Resolution No. 2023-011**

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1. **Background/History:** Resolution No. 2023-011 approves Zep Construction, Inc. Change Order No. 02 for additional construction related services to hoist equipment and material with crane across the C-21 Canal for the Bridge Over C-21 Canal Project.

The Florida Department of Transportation has approved the change order and there is sufficient funding available in the legislative funding approved for the project to cover the cost.

2. **Financial Impact:** \$84,574
3. **Attachments:**
  - a. Resolution No. 2023-011
  - b. Zep Construction, Inc. Change Order No. 02
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-011.

## **RESOLUTION 2023-011**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING ZEP CONSTRUCTION, INC. CHANGE ORDER NO. 02 IN THE TOTAL AMOUNT OF \$84,574 FOR ADDITIONAL CONSTRUCTION RELATED SERVICES TO HOIST EQUIPMENT AND MATERIAL WITH CRANE ACROSS THE C-21 CANAL FOR THE BRIDGE OVER C-21 CANAL PROJECT.**

**WHEREAS**, the City of Clewiston ("City") issued Bid No. 2022-01 for construction services in connection with the Bridge Over C-21 Canal, Clewiston, Florida; and

**WHEREAS**, the contract for construction services in connection with the Bridge Over C-21 Canal Project was awarded to Zep Construction, Inc. on March 21, 2022; and

**WHEREAS**, Change Order No. 1 for additional construction related services for the creation, manufacturing, and installation of decorative MSE wall panels to be utilized in the bridge construction was approved on May 16, 2022; and

**WHEREAS**, due to the South Florida Water Management District's concern of the structural integrity of the S-169 crossing at the C-21 Canal, Change Order No. 02 is necessary for additional construction related services to hoist equipment and material with crane across the C-21 Canal.

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

**SECTION 1.** Zep Construction, Inc. Change Order No. 02 in the amount of \$84,574.00 for additional construction related services to hoist equipment and material with crane across the C-21 Canal for the Bridge Over C-21 Canal Project is hereby approved subject to the Florida Department of Transportation's concurrence.

**SECTION 2.** The Mayor is hereby authorized to execute Change Order No. 02 on behalf of the City.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 20<sup>th</sup> day of February, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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



# CHANGE ORDER

No. 02

DATE OF ISSUANCE February 20, 2023EFFECTIVE DATE February 20, 2023OWNER City of ClewistonCONTRACTOR Zep Construction, Inc.Contract Work Order No.Project: Bridge Over C-21 Canal

OWNER'S Contract No.: \_\_\_\_\_ CONSULTANT'S Contract No.: \_\_\_\_\_

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

Description: Adding \$ 84,574.00 to contract.**Reason for Change Order:**

The South Florida Water Management District (District) has restricted the Contractor's use of the existing crossing (S-169) at the C-21 Canal. The notice from the District was due to the concern of the structural integrity of the S-169. With heavy cyclical construction loads proposed to cross the structure, the District was not going to allow the Contractor to utilize this crossing in its current condition. Undenounced to the City, design team, and the Contractor, the District took this stance after construction efforts commenced. Unfortunately, this restriction prompted the Contractor to present various options to the City Staff and the City Engineer for transporting materials/equipment across the C-21 Canal. The selection of the crane/hoist over method of transportation not only provided the least financial implication to the budget, but it also excluded the need for obtaining additional engineering and permitting fees the other options would require. This option can be implemented under the current District right-of-way (ROW) permit the City obtained prior to soliciting a Contractor for construction.

Attachments: Exhibit A – Proposal for hoist equipment and material with crane

Cost proposal submitted by Zep Construction, Inc.

to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,151,578.37</u>
Net Increase from previous Change Orders No. <u>01</u> to <u>01</u> : \$ <u>24,217.75</u>
Contract Price prior to this Change Order: \$ <u>4,175,796.12</u>
Net increase of this Change Order: \$ <u>84,574.00</u>
Contract Price with all approved Change Orders: \$ <u>4,260,370.12</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>480</u> Ready for final payment: <u>510</u> (days)
Net Change from Previous Change Order No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>480</u> Ready for final payment: <u>510</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>40</u> Ready for final payment: <u>40</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>520</u> Ready for final payment: <u>550</u> (days or dates)

**RECOMMENDED:**

ZEP CONSTRUCTION, INC.

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

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

**APPROVED:**

CITY OF CLEWISTON

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Randy Martin, City Manager

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

**APPROVED:**

CITY OF CLEWISTON

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
James Pittman, City Mayor

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

**EXHIBIT A - CHANGE ORDER NO. 02**

**PROPOSAL – HOIST EQUIPMENT AND MATERIAL WITH CRANE**

---

**JANUARY 16, 2023**

**[SEE ATTACHED]**

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# Proposal

**From:** Zep Construction, Inc.  
7802 Jean Blvd  
Fort Myers, FL 33967  
Phone: 239-267-8778  
Fax: 239-267-7907

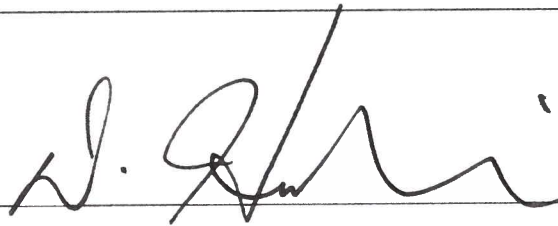
**Project:** C-21 CANAL CROSSING  
**Description:**

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
4 HOIST EQUIP & MATERIAL W/ CRANE	1.000	LS	84,574.00	\$84,574.00

---

**TOTAL BID:** **\$84,574.00**

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



1/16/23

## PROJECT : C-21 CANAL CROSSING

Description

Bid Date

Revised

Location

Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	5,578.37	31,876.40	37.69%
EQUIPMENT	17.50%	6,296.42	35,979.52	42.54%
RENTAL EQ	17.50%	0.00	0.00	0.00%
MATERIAL	17.50%	0.00	0.00	0.00%
SUBCONTRACT	17.50%	0.00	0.00	0.00%
OTHER	17.50%	645.75	3,690.00	4.36%
TOTAL DIRECT COSTS:			71,545.92	84.60%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			71,545.92	84.60%
TOTAL DIRECT COSTS MARKUP AMT			12,520.54	14.80%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			84,066.46	99.40%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		507.44	0.60%
TOTAL MARKUP SPREAD TO ITEMS:			13,027.98	15.40%
BALANCED BID:			84,573.90	100.00%
ACTUAL BID:			84,574.00	
UNBALANCED AMT:			0.10	
ACTUAL MARGIN:			13,028.08	
PROPOSED MARGIN:			13,027.98	
UNIT MARK-UP ON TOTAL DIRECT COSTS	:		0.1821	
UNIT MARK-UP ON TOTAL JOB COSTS	:		0.1821	
MARK-UP ON SALES	:		0.1540	

**PROJECT :**  
**C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:51 PM**

**ITEM :** 4  
**DESCRIPTION :** HOIST EQUIP & MATERIAL W/ CRANE

**U/M :** LS  
**BID QTY :** 1.00  
**TO QTY :** 1.00  
**TOTAL MHS :** 935.05  
**MHS / UNIT :** 935.0500  
**UNITS / MH :** 0.0011

**COST CODE :**  
**PRODUCTION :** Days  
**HRS/DAY :** 10

**Item Production**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4	HOIST EQUIP & MATERIAL W/ CRANE	LS	1.00	0.00	0.00
4.01	EMBANKMENT	CY	4474.00	279.63	16.00
4.02	MSE PANELS & STRAPS	EA	234.00	58.50	4.00
4.03	RIPRAP	TONS	300.00	285.71	1.05
4.04	EXCAVATED MATERIAL	CY	936.00	312.00	3.00
4.05	STABILIZER & LIMEROCK - ADDED TIME	LS	1.00	0.50	2.00

**Total Days Reqd: 26.05**

**Cost Detail for Item 4**

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
I 4.01	EMBANKMENT	4474.000	CY	1.000	10.257	45889.52
I 4.02	MSE PANELS & STRAPS	234.000	EA	1.000	47.602	11138.98
I 4.03	RIPRAP	300.000	TONS	1.000	7.197	2159.06
I 4.04	EXCAVATED MATERIAL	936.000	CY	1.000	6.961	6515.23
O WRITEIN	PERDIEM	90.000	MAND	1.000	41.000	3690.00
I 4.05	STABILIZER & LIMEROCK -	1.000	LS	1.000	2153.130	2153.13

**Item Unit Cost : 71,545.92**

**Item Total Cost : 71,545.92**

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	31,876.40	35,979.52	0.00	0.00	0.00	3,690.00
Unit :	31,876.40	35,979.52	0.00	0.00	0.00	3,690.00

**Bid Data for Item: 4**

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof &amp; Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	84,574.00	84,574.00	71,545.92	13,028.08	
Takeoff Qty.	1.00	84,574.00	84,574.00	71,545.92	13,028.08	0.00



**PROJECT :  
C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:51 PM**

ITEM : 4.01  
DESCRIPTION : EMBANKMENT

COST CODE :  
PRODUCTION : Days  
HRS/DAY : 10

U/M : CY  
BID QTY : 4474.00  
TO QTY : 4474.00  
TOTAL MHS : 656.00  
MHS / UNIT : 0.1466  
UNITS / MH : 6.8201

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
4.01	EMBANKMENT	CY	4474.00	279.63	16.00

Cost Detail for Item 4.01

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
		LOAD LIFT BOX & HOIST OVER				
	448 loads x 17 min/60 = 127 hours/8 = 16 days					
L 20	superintendant	0.100		16.000	840.950	1345.52
L 50	Crane operator	1.000		16.000	430.650	6890.40
L 80	Pile drive labor	2.000		16.000	287.100	9187.20
E 10	Sumatomo 275 tns	0.700		16.000	852.000	9542.40
E 72	Loader Small	1.000		16.000	265.000	4240.00
E 95	Pick ups	2.100		16.000	84.000	2822.40
E 96	Cell phone	0.600		16.000	30.000	288.00
E 99	Small tools	0.250		16.000	60.000	240.00
E WRITEIN	FABRICATE 10 CY LIFT BO	1.000	LS	1.000	2500.000	2500.00

MOVE FROM STOCKPILE TO MSE

L 80	Pile drive labor	1.000		16.000	287.100	4593.60
E 72	Loader Small	1.000		16.000	265.000	4240.00

Item Unit Cost : 10.26

Item Total Cost : 45,889.52

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	22,016.72	23,872.80	0.00	0.00	0.00	0.00
Unit :	4.92	5.34	0.00	0.00	0.00	0.00

**PROJECT :  
C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:52 PM**

ITEM : 4.02  
DESCRIPTION : MSE PANELS & STRAPS

U/M : EA  
BID QTY : 234.00  
TO QTY : 234.00  
TOTAL MHS : 124.00  
MHS / UNIT : 0.5299  
UNITS / MH : 1.8871

COST CODE :  
PRODUCTION : Days  
HRS/DAY : 10

**Item Production**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4.02	MSE PANELS & STRAPS	EA	234.00	58.50	4.00

**Cost Detail for Item 4.02**

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
	LOAD LIFT RACK & HOIST OVER					
	26 ROWS X 4 =104					
	26 ROWS X 5 = 130					
	=====					
	234 panels/5 per load = 47 lifts x 1/2 hour = 24 hours = 3 days					
	Strap material..... 1/2					
	=====					
	4 DAYS					
L 20	superintendant	0.100		4.000	840.950	336.38
L 50	Crane operator	1.000		4.000	430.650	1722.60
L 80	Pile drive labor	2.000		4.000	287.100	2296.80
E 10	Sumatomo 275 tns	0.700		4.000	852.000	2385.60
E 72	Loader Small	1.000		4.000	265.000	1060.00
E 95	Pick ups	2.100		4.000	84.000	705.60
E 96	Cell phone	0.600		4.000	30.000	72.00
E 99	Small tools	0.250		4.000	60.000	60.00
E WRITEIN	FABRICATE LIFT RACK FO	1.000	LS	1.000	2500.000	2500.00

**Item Unit Cost : 47.60**

**Item Total Cost : 11,138.98**

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	4,355.78	6,783.20	0.00	0.00	0.00	0.00
Unit :	18.61	28.99	0.00	0.00	0.00	0.00

**PROJECT :  
C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:52 PM**

ITEM : 4.03  
DESCRIPTION : RIPRAP

COST CODE :  
PRODUCTION : Days  
HRS/DAY : 10

U/M : TONS  
BID QTY : 300.00  
TO QTY : 300.00  
TOTAL MHS : 22.05  
MHS / UNIT : 0.0735  
UNITS / MH : 13.6054

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4.03	RIPRAP	TONS	300.00	285.71	1.05

Cost Detail for Item 4.03

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
	LOAD LIFT BOX & HOIST OVER					
	300 TONS/10 TONS = 30 LOADS X 20 min /60= 10 hrs					
L 20	superintendant	0.100		1.050	840.950	88.30
L 50	Crane operator	1.000		1.050	430.650	452.18
L 80	Pile drive labor	1.000		1.050	287.100	301.45
E 10	Sumatomo 275 tns	1.000		1.050	852.000	894.60
E 72	Loader Small	1.000		1.050	265.000	278.25
E 95	Pick ups	1.100		1.050	84.000	97.02
E 96	Cell phone	1.000		1.050	30.000	31.50
E 99	Small tools	0.250		1.050	60.000	15.75

Item Unit Cost : 7.20

Item Total Cost : 2,159.06

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	841.94	1,317.12	0.00	0.00	0.00	0.00
Unit :	2.81	4.39	0.00	0.00	0.00	0.00

**PROJECT :**  
**C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:52 PM**

ITEM : 4.04  
DESCRIPTION : EXCAVATED MATERIAL

U/M : CY  
BID QTY : 936.00  
TO QTY : 936.00  
TOTAL MHS : 93.00  
MHS / UNIT : 0.0994  
UNITS / MH : 10.0645

COST CODE :  
PRODUCTION : Days  
HRS/DAY : 10

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4.04	EXCAVATED MATERIAL	CY	936.00	312.00	3.00

Cost Detail for Item 4.04

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
	LOAD LIFT BOX & HOIST OVER					
	936 CY /10 = 94 loads x 17/60=27 hours = 3 days					
L 20	superintendant	0.100		3.000	840.950	252.28
L 50	Crane operator	1.000		3.000	430.650	1291.95
L 80	Pile drive labor	2.000		3.000	287.100	1722.60
E 10	Sumatomo 275 tns	0.700		3.000	852.000	1789.20
E 72	Loader Small	1.000		3.000	265.000	795.00
E 95	Pick ups	2.100		3.000	84.000	529.20
E 96	Cell phone	1.000		3.000	30.000	90.00
E 99	Small tools	0.250		3.000	60.000	45.00

Item Unit Cost : 6.96

Item Total Cost : 6,515.23

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	3,266.84	3,248.40	0.00	0.00	0.00	0.00
Unit :	3.49	3.47	0.00	0.00	0.00	0.00

**PROJECT :**  
**C-21 CANAL CROSSING**

**ITEM SHEET COSTS  
AS SHOWN**

**Date : 1/16/2023 1:13:52 PM**

ITEM : 4.05  
DESCRIPTION : STABILIZER & LIMEROCK - ADDED TIME TO DU  
MP & SPREAD FROM END OF BRIDGE  
  
COST CODE :  
PRODUCTION : Days  
HRS/DAY : 10

U/M : LS  
BID QTY : 0.00  
TO QTY : 1.00  
TOTAL MHS : 40.00  
MHS / UNIT : 40.0000  
UNITS / MH : 0.0250

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4.05	STABILIZER & LIMEROCK - ADDED TIME	LS	1.00	0.50	2.00

Cost Detail for Item 4.05

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 51	Equipment operator-skilled	1.000		2.000	414.700	829.40
L 81	Roadway Labor - skilled	1.000		2.000	282.865	565.73
E 72	Loader Small	1.000		2.000	265.000	530.00
E 95	Pick ups	1.000		2.000	84.000	168.00
E 99	Small tools	0.500		2.000	60.000	60.00

Item Unit Cost : 2,153.13

Item Total Cost : 2,153.13

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	1,395.13	758.00	0.00	0.00	0.00	0.00
Unit :	1,395.13	758.00	0.00	0.00	0.00	0.00



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

**AGENDA ITEM REPORT NO. 5**  
**Commission Meeting Date: February 20, 2023**

---

**Subject: Resolution No. 2023-012**

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- 1. Background/History:** Resolution No. 2023-012 approves Denco Construction, Inc. Change Order No. 2 to authorize the use of *Pay Item #1-19* and *Pay Item #3-9 Owner Directed Work Allowance* to reimburse the contractor for additional construction related services to for the City of Clewiston USACE Septic to Sewer System Project.
- 2. Financial Impact:** None (\$12,240 funded by Pay Item #1-19 and \$8,660 funded by Pay Item #3-9)
- 3. Attachments:**
  - a. Resolution No. 2023-012
  - b. Denco Construction, Inc. Change Order No. 02
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-012.

**RESOLUTION NO. 2023-012**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING DENCO CONSTRUCTION, INC. CHANGE ORDER NO. 2 TO AUTHORIZE THE USE OF *PAY ITEM #1-19 AND PAY ITEM #3-9 OWNER DIRECTED WORK ALLOWANCE* TO REIMBURSE THE CONTRACTOR FOR ADDITIONAL CONSTRUCTION RELATED SERVICES FOR THE CITY OF CLEWISTON USACE SEPTIC TO SEWER SYSTEM PROJECT.**

**WHEREAS**, the City of Clewiston ("City") issued Invitation to Bid for the City of Clewiston USACE Septic to Sewer System Project on July 21, 2021 to extend the City's wastewater system to provide sewer service to the existing United States Army Corps of Engineers (USACE) facility located at 525 Ridgelawn Road, Clewiston, FL and abandon the existing septic systems; and

**WHEREAS**, Change Order No. 1 authorized the use of *Pay Item #1-19 Owner Directed Work Allowance* to reimburse the Contractor for the installation of 2 (two) 4-inch line-stops and lost time; and

**WHEREAS**, Change Order No. 2 is necessary to authorize the use of *Pay Item #1-19 Owner Directed Work Allowance* to reimburse the contractor for the flowable fill material and labor to abandon the septic tank located at building #1 and to authorize the use of *Pay Item #1-19 and Pay Item #3-9 Owner Directed Work Allowance* to mill the existing asphalt surface prior to the new asphalt overlay.

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

**SECTION 1.** The attached Denco Construction, Inc. Change Order No. 02 is hereby approved.

**SECTION 2.** The Mayor is hereby authorized to execute Change Order No. 02 on behalf of the City.

**PASSED AND ADOPTED** in open session this 20<sup>th</sup> day of February, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
James Pittman, Mayor

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

## CHANGE ORDER

No. 2

DATE OF ISSUANCE 2/15/2023EFFECTIVE DATE 2/15/2023OWNER City of ClewistonCONTRACTOR Denco Construction, Inc.Contract Name and Date: USACE Septic to Sewer System Project / November 16, 2021 (All Phases)Project: USACE Septic to Sewer System ProjectOWNER'S Contract No.: Bid No. 2021-03ENGINEER'S Contract No.: 20181170-021ENGINEER: Johnson Engineering, Inc.

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

Description:

**Item A – Septic Tank Abandonment:** The septic tank for building #1 was discovered to be located under an existing concrete pad and pavilion structure. The project requires the existing septic tanks to be crushed in place. One of the existing septic tanks was anticipated to be located in the nearby grassy area; however, further investigation showed the tank was actually located under the concrete pad and pavilion structure. Unfortunately, under these circumstances the original plan for crushing the tank in place was not feasible. The Contractor has recommended filling the existing septic tank with flowable fill to abandon the tank in place; the additional cost for this service is \$700.00 for the flowable fill material and supplemental labor. The purpose of this Change Order is to authorize the use of *Pay Item #1-19 Owner Directed Work Allowance* to reimburse the Contractor in the amount of \$700.00 for the flowable fill material and labor to abandon the septic tank located at building #1. The Contractor has provided a cost proposal that is included with this Change Order as seen in Exhibit A. Table 1 shows the amount remaining in Pay Item #1-19 if this Change Order is approved. This Change does not increase the overall contract amount.

Table 1: Pay Item #1-19 Owner Directed Work Allowance Summary

Original Contract Amount	Amount Committed in Previous Work Directives	Amount Requested for this Change Order (Item A)	Amount Remaining if this Change Order is Approved
\$35,000.00	\$22,060.00	\$700.00	\$12,240.00

**Item B – Asphalt Milling:** This project requires asphalt restoration of the areas that were disturbed during construction; however, some of this area will need to include some of the existing paved areas. There is concern the new asphalt will not adhere correctly to the existing asphalt surface, and milling prior to the final asphalt overlay will ensure a long lasting end product. Milling the asphalt will achieve this by creating a proper surface for the new asphalt to adhere with the existing asphalt surface. Unfortunately, the project does not include the milling of the existing asphalt surface prior to the final asphalt overlay. The purpose of this Change Order is to authorize the use of *Pay Item #1-19 and Pay Item #3-9 Owner Directed Work Allowance* to reimburse the Contractor in the amount of \$20,200.00 to mill the existing asphalt surface prior to the new asphalt overlay. The Contractor has provided a cost proposal that is included with this Change Order as seen in Exhibit A. Table 2 shows the amount funded by each allowance pay item, and Table 3 shows the amount remaining in Pay Items #1-19 and #3-9 if this Change Order is approved. This Change does not increase the overall contract amount.

Table 2: Item B Funding Summary

Item A Cost:	\$700.00
Item B Cost:	\$20,200.00
<b>Total Change Order #2 Cost:</b>	<b>\$20,900.00</b>
Amount Funded by Pay Item #1-19:	\$12,240.00
Amount Funded by Pay Item #3-9:	\$8,660.00

Table 3: Pay Item #1-19 and #3-9 Owner Directed Work Allowance Summary

Pay Item	Original Contract Amount	Amount Committed in Previous Work Directives (Including Item A of this Change Order)	Amount Requested for this Change Order (Item A)	Amount Remaining if this Change Order is Approved
1-19	\$35,000.00	\$22,760.00	\$12,240.00	\$0.00
3-9	\$16,000.00	\$0.00	\$8,660.00	\$7,340.00

Reason for Change Order:

**Item A:** Due to the location of the existing septic tank under the concrete pad and pavilion structure, this septic tank cannot be crushed in place without additional undesired impacts to existing facilities and structures. By utilizing flowable fill, the septic tank can still be abandoned in place as intended without disturbing additional existing facilities. This line item does not increase the overall contract amount.

**Item B:** Milling of the existing asphalt surface prior to the new asphalt overlay will prevent the pavement from delaminating from the existing asphalt and will provide a longer lasting product. This line item does not increase the overall contract amount.

The Cost Proposal was submitted by Denco Construction, Inc to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>886,630.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>2</u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>886,630.00</u>
Net increase of this Change Order: \$ <u>0.00</u>
Contract Price with all approved Change Orders: \$ <u>886,630.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>305 days</u> Ready for final payment: <u>365 days</u>
Net Change from Previous Change Order No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order No. 2: Substantial Completion: <u>305 days</u> Ready for final payment: <u>365 days</u>
Net increase (decrease) this Change Order: <u>0 days</u>
Contract Times with all approved Change Order: Substantial Completion: <u>305 days</u> Ready for final payment: <u>365 days</u>

RECOMMENDED:

DENCO CONSTRUCTION, INC.

By:

  
CONTACTOR (Authorized Signature)  
Bob Bubar, Project Manager

Date:

2/15/23

APPROVED:

CITY OF CLEWISTON

By:

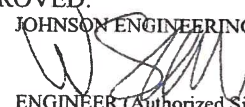
OWNER (Authorized Signature)  
Randy Martin, City Manager

Date:

APPROVED:

JOHNSON ENGINEERING, INC.

By:

  
ENGINEER (Authorized Signature)  
William H. Saum, Engineer of Record

Date:

February 15, 2023

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

**AGENDA ITEM REPORT NO. 6**  
**Commission Meeting Date: February 20, 2023**

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**Subject: Resolution No. 2023-013**

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1. **Background/History:** Resolution No. 2023-013 approves the ranking of the selection committee and authorizes the negotiation of contracts with selected companies for disaster debris monitoring services.

Responses for a Request for Proposal (RFP) for Disaster Debris Monitoring Services were received by Hendry County on September 14, 2022. The RFP was divided into four zones. The City of Clewiston is Zone #1. Three firms submitted proposals.

The selection committee, consisting of Hendry County Public Works Director Shane Parker, Hendry County Emergency Management Director Robert Pastula, Clewiston City Manager Randy Martin, LaBelle Public Works Director Gary Hull, and Florida Department of Transportation Maintenance Program Manager John Anderson, met on January 5, 2023 to listen to presentations from proposers, discuss the proposals and rank the proposals that were submitted.

Each local government intends to award a primary and a secondary contractor. The committee ranked the proposers on qualifications/ability (25 points), anticipated delivery of services (20 points), and price evaluation (55 points). The selection committee recommends authorizing a primary contract with Thompson Consulting Services, LLC for all zones and a secondary contract with Tetra Tech, Inc. for all zones.

2. **Financial Impact:** Unknown
3. **Attachments:**
  - a. Resolution No. 2023-013
  - b. Overall Rankings (Zones 1-4)
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-013.



**RESOLUTION 2023-013**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE RANKING OF THE SELECTION COMMITTEE AND AUTHORIZING THE NEGOTIATION OF CONTRACTS WITH SELECTED COMPANIES FOR DISASTER DEBRIS MONITORING SERVICES.**

**WHEREAS**, Hendry County issued RFP No. 2022-20 for Disaster Debris Monitoring Services for Hendry County, the City of LaBelle and the City of Clewiston; and

**WHEREAS**, responses were received by Hendry County on September 14, 2022; and

**WHEREAS**, the selection committee met on January 5, 2023 to hear presentations from proposers and discuss and rank proposals that were submitted; and

**WHEREAS**, it is now necessary for the Commission to approve the ranking of the selection committee and authorize the negotiation of contracts with the selected companies for the City of Clewiston (Zone #1).

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

**SECTION 1.** The ranking of the selection committee is hereby approved.

**SECTION 2.** The City Manager is hereby authorized to negotiate a primary contract with Thompson Consulting Services, LLC and a secondary contract with Tetra Tech, Inc. for disaster debris monitoring services.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 20<sup>th</sup> day of February, 2023.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

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

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

## RFP #2022-20, Disaster Debris Monitoring Services

RFP #2022-20, Disaster Debris Monitoring Services		Qualifications/Ability	Anticipated	Price	Total	Rank
Zone #1						
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Anderson, John	Tetra Tech, Inc.	23	20	52	95	2
	Thompson Consulting Services, LLC	24	20	54	98	1
	True North Emergency Management, LLC	20	18	50	88	3
Hull, Gary	Tetra Tech, Inc.	20	15	45	80	2
	Thompson Consulting Services, LLC	24	18	50	92	1
	True North Emergency Management, LLC	16	12	40	68	3
Parker, R. Shane	Tetra Tech, Inc.	25	20	50	95	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	20	45	85	3
Martin, Randy	Tetra Tech, Inc.	25	20	54	99	1
	Thompson Consulting Services, LLC	24	18	55	97	2
	True North Emergency Management, LLC	20	15	50	85	3
Pastula, Robert	Tetra Tech, Inc.	22	20	50	92	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	15	40	75	3

## Ordinal Score

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total	Rank
Tetra Tech, Inc.	2	2	2	1	2	9	2
Thompson Consulting Services, LLC	1	1	1	2	1	6	1
True North Emergency Management, LLC	3	3	3	3	3	15	3

## Total Points - Tie-Breaker (if required)

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total
Tetra Tech, Inc.						
Thompson Consulting Services, LLC						
True North Emergency Management, LLC						

RFP #2022-20, Disaster Debris Monitoring Services

RFP #2022-20, Disaster Debris Monitoring Services		Qualifications/Ability	Anticipated	Price	Total	Rank
Zone #2						
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Anderson, John	Tetra Tech, Inc.	23	20	52	95	2
	Thompson Consulting Services, LLC	24	20	54	98	1
	True North Emergency Management, LLC	20	18	50	88	3
Hull, Gary	Tetra Tech, Inc.	20	15	45	80	2
	Thompson Consulting Services, LLC	24	18	50	92	1
	True North Emergency Management, LLC	12	16	40	68	3
Parker, R. Shane	Tetra Tech, Inc.	25	20	50	95	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	20	45	85	3
Martin, Randy	Tetra Tech, Inc.	25	20	54	99	1
	Thompson Consulting Services, LLC	24	18	55	97	2
	True North Emergency Management, LLC	20	15	50	85	3
Pastula, Robert	Tetra Tech, Inc.	22	20	50	92	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	15	40	75	3

Ordinal Score

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total	Rank
Tetra Tech, Inc.	2	2	2	1	2	9	2
Thompson Consulting Services, LLC	1	1	1	2	1	6	1
True North Emergency Management, LLC	3	3	3	3	3	15	3

Total Points - Tie-Breaker (if required)

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total
Tetra Tech, Inc.						
Thompson Consulting Services, LLC						
True North Emergency Management, LLC						

RFP #2022-20, Disaster Debris Monitoring Services

RFP #2022-20, Disaster Debris Monitoring Services		Qualifications/Ability	Anticipated	Price	Total	Rank
Zone #3						
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Anderson, John	Tetra Tech, Inc.	23	20	52	95	2
	Thompson Consulting Services, LLC	24	20	54	98	1
	True North Emergency Management, LLC	20	18	50	88	3
Hull, Gary	Tetra Tech, Inc.	20	15	45	80	2
	Thompson Consulting Services, LLC	24	18	50	92	1
	True North Emergency Management, LLC	12	12	40	64	3
Parker, R. Shane	Tetra Tech, Inc.	25	20	50	95	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	20	45	85	3
Martin, Randy	Tetra Tech, Inc.	25	20	54	99	1
	Thompson Consulting Services, LLC	24	18	55	97	2
	True North Emergency Management, LLC	20	15	50	85	3
Pastula, Robert	Tetra Tech, Inc.	22	20	50	92	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	15	40	75	3

Ordinal Score

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total	Rank
Tetra Tech, Inc.	2	2	2	1	2	9	2
Thompson Consulting Services, LLC	1	1	1	2	1	6	1
True North Emergency Management, LLC	3	3	3	3	3	15	3

Total Points - Tie-Breaker (if required)

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total
Tetra Tech, Inc.						
Thompson Consulting Services, LLC						
True North Emergency Management, LLC						

RFP #2022-20, Disaster Debris Monitoring Services

RFP #2022-20, Disaster Debris Monitoring Services		Qualifications/Ability	Anticipated	Price	Total	Rank
Zone #4						
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Anderson, John	Tetra Tech, Inc.	23	20	52	95	2
	Thompson Consulting Services, LLC	24	20	54	98	1
	True North Emergency Management, LLC	20	18	50	88	3
Hull, Gary	Tetra Tech, Inc.	20	15	45	80	2
	Thompson Consulting Services, LLC	24	18	50	92	1
	True North Emergency Management, LLC	16	12	40	68	3
Parker, R. Shane	Tetra Tech, Inc.	25	20	50	95	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	20	45	85	3
Martin, Randy	Tetra Tech, Inc.	25	20	54	99	1
	Thompson Consulting Services, LLC	24	18	55	97	2
	True North Emergency Management, LLC	20	15	50	85	3
Pastula, Robert	Tetra Tech, Inc.	22	20	50	92	2
	Thompson Consulting Services, LLC	25	20	55	100	1
	True North Emergency Management, LLC	20	15	40	75	3

Ordinal Score

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total	Rank
Tetra Tech, Inc.	2	2	2	1	2	9	2
Thompson Consulting Services, LLC	1	1	1	2	1	6	1
True North Emergency Management, LLC	3	3	3	3	3	15	3

Total Points - Tie-Breaker (if required)

Company	Anderson, John	Hull, Gary	Parker, R.	Martin, Randy	Pastula,	Total
Tetra Tech, Inc.						
Thompson Consulting Services, LLC						
True North Emergency Management, LLC						



**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF FEBRUARY 20, 2023**

#	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 December 2022		Staff review/ recommendations Jan 2023 – Ord 1 <sup>st</sup> reading Feb 2023 – 2 <sup>nd</sup> reading
4	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	ACTION	US 27 Corridor Ordinance Review		Workshops June, July & August 2022	X	Ordinance approved 10/17/2022
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 2023		
8	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop TBD 2023		
9	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF FEBRUARY 20, 2023**

#	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	Completed 2022
16	11.16.20	AGENDA	Administrative Review of extra solid waste pickup process & fees			X	Implemented changes 2022
17	11.16.20	AGENDA	Analysis of City Buildings/Uses	X	Workshop TBD 2023		2022 review completed
18	12.21.20	AGENDA	Update Personnel Policy Manual (including vehicle take home and non- employee passengers) and Social Media Policy	X	Workshop TBD 2023		Third party review

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF FEBRUARY 20, 2023**

#	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 adopted
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			Admin review underway
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 TBD 2023		Element of Master Plan
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	X	Adopted

**CITY OF CLEWISTON  
COMMISSION MEETING  
AS OF FEBRUARY 20, 2023**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
28	6.23.22	AGENDA	Schedule Workshops for Comp Plan Review		TBD		



City of Clewiston, FL

## Budget Report Group Summary

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 001 - GENERAL FUND</b>						
<b>Revenue</b>						
Category: 30 - Property taxes						
	2,016,018.00	2,016,018.00	94,561.65	1,575,334.29	-440,683.71	78.14 %
Category: 30 - Property taxes Total:	2,016,018.00	2,016,018.00	94,561.65	1,575,334.29	-440,683.71	78.14 %
Category: 31 - Other taxes						
	1,910,752.00	1,910,752.00	155,573.10	530,149.06	-1,380,602.94	27.75 %
Category: 31 - Other taxes Total:	1,910,752.00	1,910,752.00	155,573.10	530,149.06	-1,380,602.94	27.75 %
Category: 32 - Licenses and Permits						
	107,825.00	107,825.00	5,875.39	33,718.58	-74,106.42	31.27 %
Category: 32 - Licenses and Permits Total:	107,825.00	107,825.00	5,875.39	33,718.58	-74,106.42	31.27 %
Category: 33 - Intergovernmental Revenue						
	2,009,267.00	2,009,267.00	58,879.53	205,933.08	-1,803,333.92	10.25 %
Category: 33 - Intergovernmental Revenue Total:	2,009,267.00	2,009,267.00	58,879.53	205,933.08	-1,803,333.92	10.25 %
Category: 34 - Charges for Services						
	1,482,317.00	1,482,317.00	139,836.26	528,051.23	-954,265.77	35.62 %
Category: 34 - Charges for Services Total:	1,482,317.00	1,482,317.00	139,836.26	528,051.23	-954,265.77	35.62 %
Category: 35 - Fines and Forfeitures						
	21,900.00	21,900.00	2,213.92	13,588.82	-8,311.18	62.05 %
Category: 35 - Fines and Forfeitures Total:	21,900.00	21,900.00	2,213.92	13,588.82	-8,311.18	62.05 %
Category: 36 - Misc. Revenue						
	209,813.00	209,813.00	8,456.07	245,635.02	35,822.02	117.07 %
Category: 36 - Misc. Revenue Total:	209,813.00	209,813.00	8,456.07	245,635.02	35,822.02	117.07 %
Category: 38 - Non-operating Sources (Uses)						
	19,740.00	19,740.00	0.00	0.00	-19,740.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	19,740.00	19,740.00	0.00	0.00	-19,740.00	0.00 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,637,502.00	1,637,502.00	136,457.00	545,828.00	-1,091,674.00	33.33 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	1,637,502.00	1,637,502.00	136,457.00	545,828.00	-1,091,674.00	33.33 %
Category: 40 - CASH FORWARD						
	4,617,115.00	4,617,115.00	0.00	0.00	-4,617,115.00	0.00 %
Category: 40 - CASH FORWARD Total:	4,617,115.00	4,617,115.00	0.00	0.00	-4,617,115.00	0.00 %
Revenue Total:	14,032,249.00	14,032,249.00	601,852.92	3,678,238.08	-10,354,010.92	26.21 %

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 10 - General government</b>						
1011 - City Commission	339,261.00	339,261.00	14,151.75	52,153.45	287,107.55	15.37 %
1012 - City Manager	374,926.00	374,926.00	27,781.78	114,208.56	260,717.44	30.46 %
1020 - General Government	3,860,287.00	3,860,287.00	12,352.01	260,359.30	3,599,927.70	6.74 %
1031 - Finance Department	389,423.00	389,423.00	20,191.68	99,192.30	290,230.70	25.47 %
7070 - Public Works Administration	322,607.00	322,607.00	22,554.01	106,864.61	215,742.39	33.13 %
7071 - Central Garage	210,621.00	210,621.00	6,314.59	31,404.40	179,216.60	14.91 %
7077 - Stormwater Projects	35,000.00	35,000.00	1,357.50	8,552.50	26,447.50	24.44 %
<b>Category: 10 - General government Total:</b>	<b>5,532,125.00</b>	<b>5,532,125.00</b>	<b>104,703.32</b>	<b>672,735.12</b>	<b>4,859,389.88</b>	<b>12.16 %</b>
<b>Category: 51 - Personal Services</b>						
8081 - Rec. - Buildings & Structures	0.00	0.00	561.00	1,254.00	-1,254.00	0.00 %
8082 - Sugarland Sports Complex	0.00	0.00	0.00	1,031.04	-1,031.04	0.00 %
<b>Category: 51 - Personal Services Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>561.00</b>	<b>2,285.04</b>	<b>-2,285.04</b>	<b>0.00 %</b>
<b>Category: 52 - Public safety</b>						
1075 - Protective Services	293,337.00	293,337.00	13,623.49	68,320.31	225,016.69	23.29 %
1079 - Community Improvement	183,197.00	183,197.00	9,287.09	42,376.57	140,820.43	23.13 %
4040 - Police Department	2,458,281.00	2,458,281.00	184,744.88	765,869.22	1,692,411.78	31.15 %
4043 - Bullet Proof Vest Program	0.00	0.00	0.00	650.00	-650.00	0.00 %
5050 - Fire Department	753,488.00	753,488.00	44,951.98	167,150.13	586,337.87	22.18 %
<b>Category: 52 - Public safety Total:</b>	<b>3,688,303.00</b>	<b>3,688,303.00</b>	<b>252,607.44</b>	<b>1,044,366.23</b>	<b>2,643,936.77</b>	<b>28.32 %</b>
<b>Category: 54 - Transportation</b>						
5050 - Fire Department	0.00	0.00	0.00	2,106.34	-2,106.34	0.00 %
7073 - Streets & Sidewalks	1,422,361.00	1,422,361.00	31,205.45	167,019.78	1,255,341.22	11.74 %
7074 - FDOT Projects	0.00	0.00	137,503.10	661,823.53	-661,823.53	0.00 %
7075 - Community Landscaping Improvements	0.00	0.00	855.00	1,154.20	-1,154.20	0.00 %
7078 - Street Lighting	96,300.00	96,300.00	2,369.32	13,904.36	82,395.64	14.44 %
<b>Category: 54 - Transportation Total:</b>	<b>1,518,661.00</b>	<b>1,518,661.00</b>	<b>171,932.87</b>	<b>846,008.21</b>	<b>672,652.79</b>	<b>55.71 %</b>
<b>Category: 55 - Physical Environment</b>						
7076 - Mosquito Control	419,000.00	419,000.00	7,366.05	79,985.80	339,014.20	19.09 %
<b>Category: 55 - Physical Environment Total:</b>	<b>419,000.00</b>	<b>419,000.00</b>	<b>7,366.05</b>	<b>79,985.80</b>	<b>339,014.20</b>	<b>19.09 %</b>
<b>Category: 56 - Economic Environment</b>						
1076 - Economic Development	0.00	0.00	0.00	882.50	-882.50	0.00 %
<b>Category: 56 - Economic Environment Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>882.50</b>	<b>-882.50</b>	<b>0.00 %</b>
<b>Category: 57 - Culture and recreation</b>						
6060 - Library	500,207.00	500,207.00	20,858.16	97,033.00	403,174.00	19.40 %
8080 - Rec. - Admin. & Parks	366,994.00	366,994.00	20,427.36	99,820.73	267,173.27	27.20 %
8081 - Rec. - Buildings & Structures	270,928.00	270,928.00	5,308.59	23,908.71	247,019.29	8.82 %
8082 - Sugarland Sports Complex	299,094.00	299,094.00	19,793.04	74,432.30	224,661.70	24.89 %
8083 - C. S. Mott Pool & Splash Pad	56,005.00	56,005.00	250.00	3,469.03	52,535.97	6.19 %
8084 - John Boy Auditorium	119,260.00	119,260.00	4,081.91	26,451.51	92,808.49	22.18 %
8086 - Rec. - Golf Course	971,946.00	971,946.00	58,681.90	311,971.35	659,974.65	32.10 %
<b>Category: 57 - Culture and recreation Total:</b>	<b>2,584,434.00</b>	<b>2,584,434.00</b>	<b>129,400.96</b>	<b>637,086.63</b>	<b>1,947,347.37</b>	<b>24.65 %</b>
<b>Category: 58 - Human Services</b>						
4074 - Animal Control	225,769.00	225,769.00	21,516.21	76,765.58	149,003.42	34.00 %
<b>Category: 58 - Human Services Total:</b>	<b>225,769.00</b>	<b>225,769.00</b>	<b>21,516.21</b>	<b>76,765.58</b>	<b>149,003.42</b>	<b>34.00 %</b>
<b>Category: 88 - Principal Retirement</b>						
1011 - City Commission	3,063.00	3,063.00	253.61	1,012.04	2,050.96	33.04 %
1012 - City Manager	6,125.00	6,125.00	507.21	2,024.07	4,100.93	33.05 %
7073 - Streets & Sidewalks	2,450.00	2,450.00	202.89	809.63	1,640.37	33.05 %
8086 - Rec. - Golf Course	49,611.00	49,611.00	4,108.36	16,394.93	33,216.07	33.05 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>61,249.00</b>	<b>61,249.00</b>	<b>5,072.07</b>	<b>20,240.67</b>	<b>41,008.33</b>	<b>33.05 %</b>
<b>Category: 89 - Interest</b>						
1011 - City Commission	136.00	136.00	12.84	53.79	82.21	39.55 %
1012 - City Manager	272.00	272.00	25.71	107.60	164.40	39.56 %



**Budget Report**

**For Fiscal: 2022 - 2023 Period Ending: 01/31/2023**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
7073 - Streets & Sidewalks	109.00	109.00	10.28	43.04	65.96	39.49 %
8086 - Rec. - Golf Course	2,191.00	2,191.00	208.28	871.62	1,319.38	39.78 %
<b>Category: 89 - Interest Total:</b>	<b>2,708.00</b>	<b>2,708.00</b>	<b>257.11</b>	<b>1,076.05</b>	<b>1,631.95</b>	<b>39.74 %</b>
<b>Expense Total:</b>	<b>14,032,249.00</b>	<b>14,032,249.00</b>	<b>693,417.03</b>	<b>3,381,431.83</b>	<b>10,650,817.17</b>	<b>24.10 %</b>
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-91,564.11</b>	<b>296,806.25</b>	<b>296,806.25</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2022 - 2023 Period Ending: 01/31/2023**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 101 - CLEW REDEV AGENCY</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	280,194.00	280,194.00	0.00	0.00	-280,194.00	0.00 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>280,194.00</b>	<b>280,194.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-280,194.00</b>	<b>0.00 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	500.00	500.00	1.94	4.59	-495.41	0.92 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>500.00</b>	<b>500.00</b>	<b>1.94</b>	<b>4.59</b>	<b>-495.41</b>	<b>0.92 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	171,820.00	171,820.00	0.00	0.00	-171,820.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>171,820.00</b>	<b>171,820.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-171,820.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>452,514.00</b>	<b>452,514.00</b>	<b>1.94</b>	<b>4.59</b>	<b>-452,509.41</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Category: 56 - Economic Environment Total:	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Expense Total:	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	0.00	0.00	1.94	4.59	4.59	0.00 %

**Budget Report**

**For Fiscal: 2022 - 2023 Period Ending: 01/31/2023**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 102 - CLEW REDEV AGENCY EXP</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	93,523.00	93,523.00	0.00	0.00	-93,523.00	0.00 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>93,523.00</b>	<b>93,523.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-93,523.00</b>	<b>0.00 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	500.00	500.00	472.42	1,850.48	1,350.48	370.10 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>500.00</b>	<b>500.00</b>	<b>472.42</b>	<b>1,850.48</b>	<b>1,350.48</b>	<b>370.10 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	164,212.00	164,212.00	0.00	0.00	-164,212.00	0.00 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>164,212.00</b>	<b>164,212.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-164,212.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>258,235.00</b>	<b>258,235.00</b>	<b>472.42</b>	<b>1,850.48</b>	<b>-256,384.52</b>	<b>0.72 %</b>

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Category: 56 - Economic Environment Total:	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Expense Total:	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	0.00	0.00	472.42	1,850.48	1,850.48	0.00 %

# Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 120 - GRANTS</b>						
<b>Revenue</b>						
<b>Category: 33 - Intergovernmental Revenue</b>						
	288,764.00	288,764.00	0.00	0.00	-288,764.00	0.00 %
<b>Category: 33 - Intergovernmental Revenue Total:</b>	<b>288,764.00</b>	<b>288,764.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-288,764.00</b>	<b>0.00 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	300.00	300.00	54.39	245.05	-54.95	81.68 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>300.00</b>	<b>300.00</b>	<b>54.39</b>	<b>245.05</b>	<b>-54.95</b>	<b>81.68 %</b>
<b>Revenue Total:</b>	<b>289,064.00</b>	<b>289,064.00</b>	<b>54.39</b>	<b>245.05</b>	<b>-288,818.95</b>	<b>0.08 %</b>



**Budget Report**

**For Fiscal: 2022 - 2023 Period Ending: 01/31/2023**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 56 - Economic Environment</b>						
6061 - Library State Aide	0.00	0.00	0.00	9,167.60	-9,167.60	0.00 %
<b>Category: 56 - Economic Environment Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,167.60</b>	<b>-9,167.60</b>	<b>0.00 %</b>
<b>Category: 57 - Culture and recreation</b>						
6061 - Library State Aide	289,064.00	289,064.00	3,777.40	34,805.63	254,258.37	12.04 %
<b>Category: 57 - Culture and recreation Total:</b>	<b>289,064.00</b>	<b>289,064.00</b>	<b>3,777.40</b>	<b>34,805.63</b>	<b>254,258.37</b>	<b>12.04 %</b>
<b>Expense Total:</b>	<b>289,064.00</b>	<b>289,064.00</b>	<b>3,777.40</b>	<b>43,973.23</b>	<b>245,090.77</b>	<b>15.21 %</b>
<b>Fund: 120 - GRANTS Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,723.01</b>	<b>-43,728.18</b>	<b>-43,728.18</b>	<b>0.00 %</b>

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 410 - ELECTRIC FUND</b>						
<b>Revenue</b>						
Category: 34 - Charges for Services						
	14,236,669.00	14,236,669.00	1,115,103.77	5,199,897.61	-9,036,771.39	36.52 %
Category: 34 - Charges for Services Total:	14,236,669.00	14,236,669.00	1,115,103.77	5,199,897.61	-9,036,771.39	36.52 %
Category: 36 - Misc. Revenue						
	116,136.00	116,136.00	8,737.00	39,305.10	-76,830.90	33.84 %
Category: 36 - Misc. Revenue Total:	116,136.00	116,136.00	8,737.00	39,305.10	-76,830.90	33.84 %
Category: 38 - Non-operating Sources (Uses)						
	8,255,046.00	8,255,046.00	5,092.62	20,057.47	-8,234,988.53	0.24 %
Category: 38 - Non-operating Sources (Uses) Total:	8,255,046.00	8,255,046.00	5,092.62	20,057.47	-8,234,988.53	0.24 %
Revenue Total:	22,607,851.00	22,607,851.00	1,128,933.39	5,259,260.18	-17,348,590.82	23.26 %

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 49 - Electricity Purchased</b>						
2030 - Customer Records	10,322,094.00	10,322,094.00	717,915.30	3,464,100.42	6,857,993.58	33.56 %
<b>Category: 49 - Electricity Purchased Total:</b>	<b>10,322,094.00</b>	<b>10,322,094.00</b>	<b>717,915.30</b>	<b>3,464,100.42</b>	<b>6,857,993.58</b>	<b>33.56 %</b>
<b>Category: 51 - Personal Services</b>						
2009 - Electric Transmission	61,293.00	61,293.00	4,298.24	20,567.26	40,725.74	33.56 %
2010 - Electric Distribution	545,580.00	545,580.00	38,678.44	185,084.70	360,495.30	33.92 %
2015 - Purchasing / Warehouse	48,510.00	48,510.00	3,692.82	17,250.20	31,259.80	35.56 %
2025 - Electric Meter Reading	47,600.00	47,600.00	3,542.08	15,400.00	32,200.00	32.35 %
2030 - Customer Records	370,198.00	370,198.00	26,539.02	123,736.55	246,461.45	33.42 %
<b>Category: 51 - Personal Services Total:</b>	<b>1,073,181.00</b>	<b>1,073,181.00</b>	<b>76,750.60</b>	<b>362,038.71</b>	<b>711,142.29</b>	<b>33.74 %</b>
<b>Category: 53 - Contractual Services</b>						
2010 - Electric Distribution	140,000.00	140,000.00	558.69	3,084.76	136,915.24	2.20 %
2015 - Purchasing / Warehouse	4,200.00	4,200.00	0.00	3,786.75	413.25	90.16 %
2025 - Electric Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
2030 - Customer Records	216,525.00	216,525.00	10,728.00	54,067.34	162,457.66	24.97 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
<b>Category: 53 - Contractual Services Total:</b>	<b>414,225.00</b>	<b>414,225.00</b>	<b>11,286.69</b>	<b>60,938.85</b>	<b>353,286.15</b>	<b>14.71 %</b>
<b>Category: 54 - Transportation</b>						
2025 - Electric Meter Reading	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
2030 - Customer Records	0.00	0.00	0.00	1,127.02	-1,127.02	0.00 %
<b>Category: 54 - Transportation Total:</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>1,127.02</b>	<b>2,872.98</b>	<b>28.18 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
2045 - Miscellaneous Expenses	6,680,288.00	6,680,288.00	0.00	0.00	6,680,288.00	0.00 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>6,680,288.00</b>	<b>6,680,288.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,680,288.00</b>	<b>0.00 %</b>
<b>Category: 71 - Operating Expenses</b>						
2009 - Electric Transmission	1,150.00	1,150.00	1.05	2.45	1,147.55	0.21 %
2010 - Electric Distribution	60,000.00	60,000.00	1,997.28	11,261.71	48,738.29	18.77 %
2015 - Purchasing / Warehouse	3,700.00	3,700.00	-24.10	915.73	2,784.27	24.75 %
2025 - Electric Meter Reading	2,850.00	2,850.00	193.08	420.27	2,429.73	14.75 %
2030 - Customer Records	87,500.00	87,500.00	2,847.75	11,695.92	75,804.08	13.37 %
<b>Category: 71 - Operating Expenses Total:</b>	<b>155,200.00</b>	<b>155,200.00</b>	<b>5,015.06</b>	<b>24,296.08</b>	<b>130,903.92</b>	<b>15.65 %</b>
<b>Category: 72 - Utilities</b>						
2009 - Electric Transmission	750.00	750.00	28.32	136.91	613.09	18.25 %
2010 - Electric Distribution	15,500.00	15,500.00	99.45	2,500.47	12,999.53	16.13 %
2015 - Purchasing / Warehouse	7,100.00	7,100.00	1,196.47	1,953.96	5,146.04	27.52 %
2030 - Customer Records	10,000.00	10,000.00	367.76	2,396.91	7,603.09	23.97 %
2045 - Miscellaneous Expenses	50,000.00	50,000.00	1,571.00	4,325.01	45,674.99	8.65 %
<b>Category: 72 - Utilities Total:</b>	<b>83,350.00</b>	<b>83,350.00</b>	<b>3,263.00</b>	<b>11,313.26</b>	<b>72,036.74</b>	<b>13.57 %</b>
<b>Category: 73 - Insurance</b>						
2009 - Electric Transmission	5,509.00	5,509.00	459.00	1,836.00	3,673.00	33.33 %
2010 - Electric Distribution	49,608.00	49,608.00	4,134.00	16,536.00	33,072.00	33.33 %
2015 - Purchasing / Warehouse	1,199.00	1,199.00	100.00	400.00	799.00	33.36 %
2025 - Electric Meter Reading	3,759.00	3,759.00	313.00	1,252.00	2,507.00	33.31 %
2030 - Customer Records	4,855.00	4,855.00	405.00	1,620.00	3,235.00	33.37 %
<b>Category: 73 - Insurance Total:</b>	<b>64,930.00</b>	<b>64,930.00</b>	<b>5,411.00</b>	<b>21,644.00</b>	<b>43,286.00</b>	<b>33.33 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
2009 - Electric Transmission	60,500.00	60,500.00	0.00	0.00	60,500.00	0.00 %
2010 - Electric Distribution	240,000.00	240,000.00	6,347.00	42,299.56	197,700.44	17.62 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	145.89	442.12	14,582.88	2.94 %
2025 - Electric Meter Reading	8,500.00	8,500.00	0.00	2,517.32	5,982.68	29.62 %
2030 - Customer Records	12,000.00	12,000.00	0.00	6,140.28	5,859.72	51.17 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>336,025.00</b>	<b>336,025.00</b>	<b>6,492.89</b>	<b>51,399.28</b>	<b>284,625.72</b>	<b>15.30 %</b>
<b>Category: 76 - Miscellaneous</b>						
2010 - Electric Distribution	12,200.00	12,200.00	34.21	112.41	12,087.59	0.92 %

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2015 - Purchasing / Warehouse	50.00	50.00	0.00	0.00	50.00	0.00 %
2025 - Electric Meter Reading	100.00	100.00	0.00	2.41	97.59	2.41 %
2030 - Customer Records	50,450.00	50,450.00	370.00	36,288.00	14,162.00	71.93 %
2045 - Miscellaneous Expenses	1,500.00	1,500.00	774.01	774.01	725.99	51.60 %
<b>Category: 76 - Miscellaneous Total:</b>	<b>64,300.00</b>	<b>64,300.00</b>	<b>1,178.22</b>	<b>37,176.83</b>	<b>27,123.17</b>	<b>57.82 %</b>
<b>Category: 77 - Bad Debts</b>						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
<b>Category: 77 - Bad Debts Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00 %</b>
<b>Category: 82 - Construction in progress</b>						
2025 - Electric Meter Reading	1,079,000.00	1,079,000.00	6,842.00	35,868.74	1,043,131.26	3.32 %
<b>Category: 82 - Construction in progress Total:</b>	<b>1,079,000.00</b>	<b>1,079,000.00</b>	<b>6,842.00</b>	<b>35,868.74</b>	<b>1,043,131.26</b>	<b>3.32 %</b>
<b>Category: 88 - Principal Retirement</b>						
2045 - Miscellaneous Expenses	80,027.00	80,027.00	0.00	0.00	80,027.00	0.00 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>80,027.00</b>	<b>80,027.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80,027.00</b>	<b>0.00 %</b>
<b>Category: 89 - Interest</b>						
2045 - Miscellaneous Expenses	22,845.00	22,845.00	0.00	0.00	22,845.00	0.00 %
<b>Category: 89 - Interest Total:</b>	<b>22,845.00</b>	<b>22,845.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,845.00</b>	<b>0.00 %</b>
<b>Category: 91 - Capital outlay</b>						
2009 - Electric Transmission	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00 %
2010 - Electric Distribution	742,250.00	742,250.00	84,367.50	84,367.50	657,882.50	11.37 %
2015 - Purchasing / Warehouse	41,675.00	41,675.00	18,081.89	18,081.89	23,593.11	43.39 %
2025 - Electric Meter Reading	0.00	0.00	757.82	3,142.81	-3,142.81	0.00 %
2030 - Customer Records	118,750.00	118,750.00	0.00	0.00	118,750.00	0.00 %
<b>Category: 91 - Capital outlay Total:</b>	<b>1,042,675.00</b>	<b>1,042,675.00</b>	<b>103,207.21</b>	<b>105,592.20</b>	<b>937,082.80</b>	<b>10.13 %</b>
<b>Category: 93 - Operating transfers - out</b>						
2045 - Miscellaneous Expenses	1,135,711.00	1,135,711.00	94,642.00	378,568.00	757,143.00	33.33 %
<b>Category: 93 - Operating transfers - out Total:</b>	<b>1,135,711.00</b>	<b>1,135,711.00</b>	<b>94,642.00</b>	<b>378,568.00</b>	<b>757,143.00</b>	<b>33.33 %</b>
<b>Expense Total:</b>	<b>22,607,851.00</b>	<b>22,607,851.00</b>	<b>1,032,003.97</b>	<b>4,554,063.39</b>	<b>18,053,787.61</b>	<b>20.14 %</b>
<b>Fund: 410 - ELECTRIC FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>96,929.42</b>	<b>705,196.79</b>	<b>705,196.79</b>	<b>0.00 %</b>

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 420 - WATER/SEWER FUND</b>						
<b>Revenue</b>						
Category: 32 - Licenses and Permits						
	82,045.00	82,045.00	1,897.36	59,904.88	-22,140.12	73.01 %
Category: 32 - Licenses and Permits Total:	82,045.00	82,045.00	1,897.36	59,904.88	-22,140.12	73.01 %
Category: 33 - Intergovernmental Revenue						
	1,470,526.00	1,470,526.00	0.00	0.00	-1,470,526.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	1,470,526.00	1,470,526.00	0.00	0.00	-1,470,526.00	0.00 %
Category: 34 - Charges for Services						
	4,327,488.00	4,327,488.00	484,003.66	1,556,413.16	-2,771,074.84	35.97 %
Category: 34 - Charges for Services Total:	4,327,488.00	4,327,488.00	484,003.66	1,556,413.16	-2,771,074.84	35.97 %
Category: 36 - Misc. Revenue						
	36,900.00	36,900.00	17,332.90	64,417.22	27,517.22	174.57 %
Category: 36 - Misc. Revenue Total:	36,900.00	36,900.00	17,332.90	64,417.22	27,517.22	174.57 %
Category: 38 - Non-operating Sources (Uses)						
	1,528,023.00	1,528,023.00	0.00	0.00	-1,528,023.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	1,528,023.00	1,528,023.00	0.00	0.00	-1,528,023.00	0.00 %
Revenue Total:	7,444,982.00	7,444,982.00	503,233.92	1,680,735.26	-5,764,246.74	22.58 %

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 51 - Personal Services</b>						
3005 - Water Treatment Plant	229,561.00	229,561.00	17,101.95	78,145.21	151,415.79	34.04 %
3010 - Trans / Distribution	84,935.00	84,935.00	9,176.63	37,591.04	47,343.96	44.26 %
3025 - Water Meter Reading	73,262.00	73,262.00	5,239.83	24,056.56	49,205.44	32.84 %
3042 - Water / Sewer Administ.	155,762.00	155,762.00	10,699.85	48,509.55	107,252.45	31.14 %
3052 - Sewer Treatment Plant	225,748.00	225,748.00	12,452.99	61,765.14	163,982.86	27.36 %
3062 - Sewer Trans / Collection	184,482.00	184,482.00	10,106.66	43,278.06	141,203.94	23.46 %
<b>Category: 51 - Personal Services Total:</b>	<b>953,750.00</b>	<b>953,750.00</b>	<b>64,777.91</b>	<b>293,345.56</b>	<b>660,404.44</b>	<b>30.76 %</b>
<b>Category: 53 - Contractual Services</b>						
3005 - Water Treatment Plant	86,000.00	86,000.00	0.00	11,143.83	74,856.17	12.96 %
3010 - Trans / Distribution	10,000.00	10,000.00	0.00	1,115.00	8,885.00	11.15 %
3025 - Water Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
3042 - Water / Sewer Administ.	202,493.00	202,493.00	15,699.00	64,289.74	138,203.26	31.75 %
3052 - Sewer Treatment Plant	215,000.00	215,000.00	1,087.50	51,799.05	163,200.95	24.09 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	0.00	90.00	23,910.00	0.38 %
<b>Category: 53 - Contractual Services Total:</b>	<b>575,993.00</b>	<b>575,993.00</b>	<b>16,786.50</b>	<b>128,437.62</b>	<b>447,555.38</b>	<b>22.30 %</b>
<b>Category: 57 - Culture and recreation</b>						
3080 - Debt Service	16,253.00	16,253.00	0.00	0.00	16,253.00	0.00 %
<b>Category: 57 - Culture and recreation Total:</b>	<b>16,253.00</b>	<b>16,253.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,253.00</b>	<b>0.00 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
3005 - Water Treatment Plant	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
3042 - Water / Sewer Administ.	1,830,647.00	1,830,647.00	28,811.00	115,244.00	1,715,403.00	6.30 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>1,840,647.00</b>	<b>1,840,647.00</b>	<b>28,811.00</b>	<b>115,244.00</b>	<b>1,725,403.00</b>	<b>6.26 %</b>
<b>Category: 71 - Operating Expenses</b>						
3005 - Water Treatment Plant	135,500.00	135,500.00	236.21	48,963.60	86,536.40	36.14 %
3010 - Trans / Distribution	19,900.00	19,900.00	1,332.47	6,103.78	13,796.22	30.67 %
3025 - Water Meter Reading	1,600.00	1,600.00	0.00	295.50	1,304.50	18.47 %
3042 - Water / Sewer Administ.	14,000.00	14,000.00	0.00	45.00	13,955.00	0.32 %
3052 - Sewer Treatment Plant	67,500.00	67,500.00	5,083.73	20,165.50	47,334.50	29.87 %
3062 - Sewer Trans / Collection	21,000.00	21,000.00	908.01	4,418.19	16,581.81	21.04 %
<b>Category: 71 - Operating Expenses Total:</b>	<b>259,500.00</b>	<b>259,500.00</b>	<b>7,560.42</b>	<b>79,991.57</b>	<b>179,508.43</b>	<b>30.83 %</b>
<b>Category: 72 - Utilities</b>						
3005 - Water Treatment Plant	414,000.00	414,000.00	26,560.18	65,220.00	348,780.00	15.75 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	113,500.00	113,500.00	11,710.97	27,835.42	85,664.58	24.52 %
3062 - Sewer Trans / Collection	102,500.00	102,500.00	6,713.01	21,532.26	80,967.74	21.01 %
<b>Category: 72 - Utilities Total:</b>	<b>630,600.00</b>	<b>630,600.00</b>	<b>44,984.16</b>	<b>114,587.68</b>	<b>516,012.32</b>	<b>18.17 %</b>
<b>Category: 73 - Insurance</b>						
3005 - Water Treatment Plant	14,346.00	14,346.00	1,195.00	4,780.00	9,566.00	33.32 %
3010 - Trans / Distribution	14,994.00	14,994.00	1,249.00	4,996.00	9,998.00	33.32 %
3025 - Water Meter Reading	1,483.00	1,483.00	124.00	496.00	987.00	33.45 %
3052 - Sewer Treatment Plant	12,128.00	12,128.00	1,011.00	4,044.00	8,084.00	33.34 %
3062 - Sewer Trans / Collection	7,431.00	7,431.00	619.00	2,476.00	4,955.00	33.32 %
<b>Category: 73 - Insurance Total:</b>	<b>50,382.00</b>	<b>50,382.00</b>	<b>4,198.00</b>	<b>16,792.00</b>	<b>33,590.00</b>	<b>33.33 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
3005 - Water Treatment Plant	140,927.00	140,927.00	27.84	34,690.51	106,236.49	24.62 %
3010 - Trans / Distribution	85,500.00	85,500.00	20,700.00	41,420.41	44,079.59	48.44 %
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	9,511.45	27,857.56	80,142.44	25.79 %
3062 - Sewer Trans / Collection	170,000.00	170,000.00	538.18	42,064.14	127,935.86	24.74 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>507,627.00</b>	<b>507,627.00</b>	<b>30,777.47</b>	<b>146,032.62</b>	<b>361,594.38</b>	<b>28.77 %</b>
<b>Category: 76 - Miscellaneous</b>						
3005 - Water Treatment Plant	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	15.01	69.46	180.54	27.78 %



## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3042 - Water / Sewer Administ.	6,700.00	6,700.00	0.00	0.00	6,700.00	0.00 %
3052 - Sewer Treatment Plant	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00 %
3062 - Sewer Trans / Collection	500.00	500.00	0.00	11.95	488.05	2.39 %
<b>Category: 76 - Miscellaneous Total:</b>	<b>11,450.00</b>	<b>11,450.00</b>	<b>15.01</b>	<b>81.41</b>	<b>11,368.59</b>	<b>0.71 %</b>
<b>Category: 77 - Bad Debts</b>						
3042 - Water / Sewer Administ.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
<b>Category: 77 - Bad Debts Total:</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00 %</b>
<b>Category: 82 - Construction in progress</b>						
3010 - Trans / Distribution	25,000.00	25,000.00	3,455.00	19,227.50	5,772.50	76.91 %
3015 - ARPA Grant - Water Improvements	0.00	0.00	0.00	375,081.09	-375,081.09	0.00 %
3025 - Water Meter Reading	1,470,526.00	1,470,526.00	0.00	7,120.66	1,463,405.34	0.48 %
3052 - Sewer Treatment Plant	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
3067 - ASACE Septic to Sewer	0.00	0.00	0.00	121,633.25	-121,633.25	0.00 %
<b>Category: 82 - Construction in progress Total:</b>	<b>1,535,526.00</b>	<b>1,535,526.00</b>	<b>3,455.00</b>	<b>523,062.50</b>	<b>1,012,463.50</b>	<b>34.06 %</b>
<b>Category: 88 - Principal Retirement</b>						
3005 - Water Treatment Plant	290,000.00	290,000.00	26,364.00	105,456.00	184,544.00	36.36 %
3063 - N. Sewer Project	55,094.00	55,094.00	0.00	27,449.85	27,644.15	49.82 %
3080 - Debt Service	53,620.00	53,620.00	0.00	4,899.46	48,720.54	9.14 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>398,714.00</b>	<b>398,714.00</b>	<b>26,364.00</b>	<b>137,805.31</b>	<b>260,908.69</b>	<b>34.56 %</b>
<b>Category: 89 - Interest</b>						
3005 - Water Treatment Plant	475,035.00	475,035.00	43,185.00	172,740.00	302,295.00	36.36 %
3063 - N. Sewer Project	6,786.00	6,786.00	0.00	3,489.89	3,296.11	51.43 %
3080 - Debt Service	2,719.00	2,719.00	0.00	688.08	2,030.92	25.31 %
<b>Category: 89 - Interest Total:</b>	<b>484,540.00</b>	<b>484,540.00</b>	<b>43,185.00</b>	<b>176,917.97</b>	<b>307,622.03</b>	<b>36.51 %</b>
<b>Category: 90 - Other debt service costs</b>						
3080 - Debt Service	0.00	0.00	0.00	688.08	-688.08	0.00 %
<b>Category: 90 - Other debt service costs Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>688.08</b>	<b>-688.08</b>	<b>0.00 %</b>
<b>Category: 91 - Capital outlay</b>						
3005 - Water Treatment Plant	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
3010 - Trans / Distribution	35,000.00	35,000.00	55,867.50	55,867.50	-20,867.50	159.62 %
3062 - Sewer Trans / Collection	5,000.00	5,000.00	10,386.32	9,576.32	-4,576.32	191.53 %
<b>Category: 91 - Capital outlay Total:</b>	<b>165,000.00</b>	<b>165,000.00</b>	<b>66,253.82</b>	<b>65,443.82</b>	<b>99,556.18</b>	<b>39.66 %</b>
<b>Expense Total:</b>	<b>7,444,982.00</b>	<b>7,444,982.00</b>	<b>337,168.29</b>	<b>1,798,430.14</b>	<b>5,646,551.86</b>	<b>24.16 %</b>
<b>Fund: 420 - WATER/SEWER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>166,065.63</b>	<b>-117,694.88</b>	<b>-117,694.88</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2022 - 2023 Period Ending: 01/31/2023**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 430 - SOLID WASTE</b>						
<b>Revenue</b>						
<b>Category: 34 - Charges for Services</b>						
	1,950,696.00	1,950,696.00	161,808.71	657,489.36	-1,293,206.64	33.71 %
<b>Category: 34 - Charges for Services Total:</b>	<b>1,950,696.00</b>	<b>1,950,696.00</b>	<b>161,808.71</b>	<b>657,489.36</b>	<b>-1,293,206.64</b>	<b>33.71 %</b>
<b>Category: 36 - Misc. Revenue</b>						
	300.00	300.00	20.93	82.98	-217.02	27.66 %
<b>Category: 36 - Misc. Revenue Total:</b>	<b>300.00</b>	<b>300.00</b>	<b>20.93</b>	<b>82.98</b>	<b>-217.02</b>	<b>27.66 %</b>
<b>Category: 38 - Non-operating Sources (Uses)</b>						
	1,493,597.00	1,493,597.00	737,411.00	737,411.00	-756,186.00	49.37 %
<b>Category: 38 - Non-operating Sources (Uses) Total:</b>	<b>1,493,597.00</b>	<b>1,493,597.00</b>	<b>737,411.00</b>	<b>737,411.00</b>	<b>-756,186.00</b>	<b>49.37 %</b>
<b>Revenue Total:</b>	<b>3,444,593.00</b>	<b>3,444,593.00</b>	<b>899,240.64</b>	<b>1,394,983.34</b>	<b>-2,049,609.66</b>	<b>40.50 %</b>

## Budget Report

For Fiscal: 2022 - 2023 Period Ending: 01/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Category: 51 - Personal Services</b>						
7072 - Solid Waste	353,572.00	353,572.00	27,511.20	123,207.72	230,364.28	34.85 %
<b>Category: 51 - Personal Services Total:</b>	<b>353,572.00</b>	<b>353,572.00</b>	<b>27,511.20</b>	<b>123,207.72</b>	<b>230,364.28</b>	<b>34.85 %</b>
<b>Category: 53 - Contractual Services</b>						
7072 - Solid Waste	5,000.00	5,000.00	0.00	419.57	4,580.43	8.39 %
<b>Category: 53 - Contractual Services Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>419.57</b>	<b>4,580.43</b>	<b>8.39 %</b>
<b>Category: 59 - Other Uses / Transfers</b>						
7072 - Solid Waste	724,614.00	724,614.00	0.00	0.00	724,614.00	0.00 %
<b>Category: 59 - Other Uses / Transfers Total:</b>	<b>724,614.00</b>	<b>724,614.00</b>	<b>0.00</b>	<b>0.00</b>	<b>724,614.00</b>	<b>0.00 %</b>
<b>Category: 71 - Operating Expenses</b>						
7072 - Solid Waste	1,120,767.00	1,120,767.00	80,824.21	365,329.66	755,437.34	32.60 %
<b>Category: 71 - Operating Expenses Total:</b>	<b>1,120,767.00</b>	<b>1,120,767.00</b>	<b>80,824.21</b>	<b>365,329.66</b>	<b>755,437.34</b>	<b>32.60 %</b>
<b>Category: 74 - Repairs and maintenance</b>						
7072 - Solid Waste	0.00	0.00	0.00	6,900.00	-6,900.00	0.00 %
<b>Category: 74 - Repairs and maintenance Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,900.00</b>	<b>-6,900.00</b>	<b>0.00 %</b>
<b>Category: 88 - Principal Retirement</b>						
7072 - Solid Waste	71,200.00	71,200.00	0.00	0.00	71,200.00	0.00 %
<b>Category: 88 - Principal Retirement Total:</b>	<b>71,200.00</b>	<b>71,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>71,200.00</b>	<b>0.00 %</b>
<b>Category: 89 - Interest</b>						
7072 - Solid Waste	43,384.00	43,384.00	0.00	0.00	43,384.00	0.00 %
<b>Category: 89 - Interest Total:</b>	<b>43,384.00</b>	<b>43,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,384.00</b>	<b>0.00 %</b>
<b>Category: 91 - Capital outlay</b>						
7072 - Solid Waste	970,000.00	970,000.00	737,411.00	744,711.00	225,289.00	76.77 %
<b>Category: 91 - Capital outlay Total:</b>	<b>970,000.00</b>	<b>970,000.00</b>	<b>737,411.00</b>	<b>744,711.00</b>	<b>225,289.00</b>	<b>76.77 %</b>
<b>Category: 93 - Operating transfers - out</b>						
7072 - Solid Waste	156,056.00	156,056.00	13,004.00	52,016.00	104,040.00	33.33 %
<b>Category: 93 - Operating transfers - out Total:</b>	<b>156,056.00</b>	<b>156,056.00</b>	<b>13,004.00</b>	<b>52,016.00</b>	<b>104,040.00</b>	<b>33.33 %</b>
<b>Expense Total:</b>	<b>3,444,593.00</b>	<b>3,444,593.00</b>	<b>858,750.41</b>	<b>1,292,583.95</b>	<b>2,152,009.05</b>	<b>37.53 %</b>
<b>Fund: 430 - SOLID WASTE Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>40,490.23</b>	<b>102,399.39</b>	<b>102,399.39</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>208,672.52</b>	<b>944,834.44</b>	<b>944,834.44</b>	<b>0.00 %</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-91,564.11	296,806.25	296,806.25
101 - CLEW REDEV AGENCY	0.00	0.00	1.94	4.59	4.59
102 - CLEW REDEV AGENCY EXP	0.00	0.00	472.42	1,850.48	1,850.48
120 - GRANTS	0.00	0.00	-3,723.01	-43,728.18	-43,728.18
410 - ELECTRIC FUND	0.00	0.00	96,929.42	705,196.79	705,196.79
420 - WATER/SEWER FUND	0.00	0.00	166,065.63	-117,694.88	-117,694.88
430 - SOLID WASTE	0.00	0.00	40,490.23	102,399.39	102,399.39
Report Surplus (Deficit):	0.00	0.00	208,672.52	944,834.44	944,834.44

City of Clewiston  
Public Works Department  
Monthly Productivity Report  
January 1, 2023 thru January 30, 2023

**Fleet Management**

**Units worked on**

Fire Dept.	1	Solid Waste	3
Electric Dept.	4	Streets	5
Utilities	2	Recreation	2
Police Dept.	9	Central Garage	1

**Facility Maintenance**

Clerical hrs.	35	Pressure washing hrs.	
Plumbing hrs.	38	Painting hrs	27
Eelectrical repair hrs.	35	Building repairs hrs	58
Air conditioning repairs ( Hrs )	12		

**Solid Waste**

Commercial ( Tons )	301.93	Horticulture ( Tons )	21.98
Residential ( Tons )	356.41	Recycled materials ( Lbs )	67
Special pick ups	2	Pick up revenue	\$600.00
Tipper carts placed	11	Shopping carts collected	15
Recycled scrap metal ( Tons )	1.8	Scrap metal revenue	\$72.00

**Streets and Sidewalks**

**Drainage**

Streets swept ( miles )	27	Street debris ( Tons )	7.5
Street repairs hrs	21	Streets painted ( hours )	19

**Signs**

Information signs	48	Equipment lettered	1
Regulatory signs	3	Signs repaired	15

**Landscaping**

Trees trimmed ( Hrs )	20	Landscape trimming ( Hrs )	32
Litter control ( Lbs )	780	Mowing ( Hrs )	14
Sprinkler repairs ( Hrs )	30	Mulching ( Hrs )	

**Notes:**

*26 Hours were spent taking down our Christmas decorations.*

*Staff built an ADA ramp in the commission room.*

*14 Hours were spent picking up Palm frawns off of our city streets.*

*Staff helped to move file cabinets and desk for City Hall.*

## UTILITIES MONTHLY ACTIVITY REPORT FOR DECEMBER 2022

### ELECTRIC DEPARTMENT

Kwh purchased	6,891,533	Month of Nov
Kwh sold	7,584,354	
Total Electric Meters	4,207	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	676	143	10	68 minutes
Street Light repairs	9			
Voltage checks	2			

### WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	32,255	17,779	50 Million Gallons
Total Water Meters	3775		
Water Breaks	8		

### SEWER PLANT

Gallons Processed	0.35	Month of Nov
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### OFFICE ACTIVITY

New Accounts (Move Ins)	41
Closed Accounts (Move Outs)	23
Disconnects for Nonpayment	169
Reconnects from Nonpayment	119
Meter Rereads Completed	8
<b>All Locates</b>	12
<b>All Meter Changes</b>	65
<b>Miscellaneous</b>	48
Trim Tree	11
Total other Work Orders completed	28
Total Work Orders Completed by all Departments	543



City of Clewiston  
Sugarland Sports Complex  
Monthly Productivity Report

Jan-23

*Game Field Preparation*

Fields mowed ( Hrs )	18	Field borders mowed ( Hrs )	8
String trimming ( Hrs )	9	Manual weed control ( Hrs )	7
Fields watered ( Hrs )	50	Sprinkler repairs ( Hrs )	19
Field striping ( Hrs )	8	Batter boxes marked ( Hrs )	5
Pitching mounds rebuilt ( Hrs )	12	Bases reset/ moved ( Hrs )	6
Clay surfaces raked ( Hrs )	10	Clay added to surface ( Hrs )	6
Field top dressed ( Hrs )		Fields fertilized ( Hrs )	
Fields ariated ( Hrs )		Fields weeded ( Hrs )	

*Park Maintenance*

Fence repair ( Hrs )	0	Gate repairs ( Hrs )	
Pressure cleaning ( Hrs )	2	Building painting ( Hrs )	
Net repairs ( Hrs )	28	Bleacher repairs/cleaning ( Hrs )	5
Litter pick up ( Hrs )		Garbage can empty/clean ( Hrs )	
Office Work (Hrs)	6	Shop Organization (Hrs)	6
Machine Maintenance (Hrs)	9	Extermination (Hrs)	0
Graffiti/Painting (Hrs)			

Note :

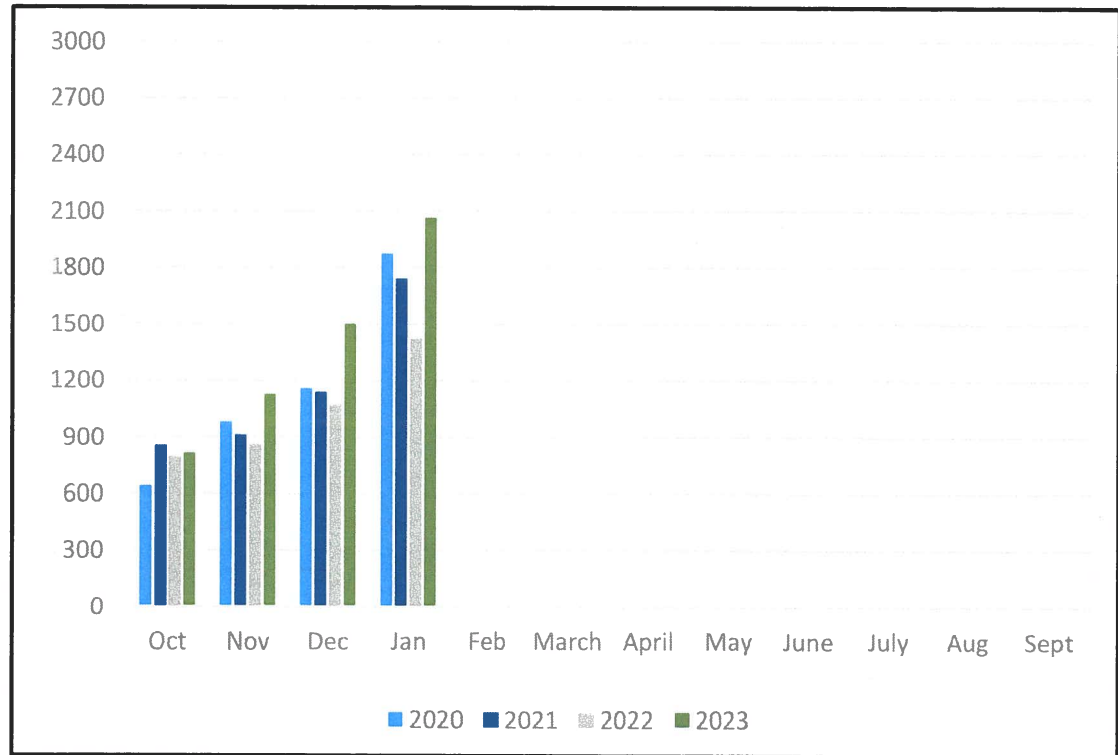
## Monthly Facility & Park Rentals

### JANUARY RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	3	2 Mobile Food Pantry, 1 Hendry County Cattlemen's Association
Beardley Room	1	Hendry County Cattlemen's Association
Youth Center	4	2 City Residents, 1 Miss Sugar Pageant, 1 Non- Profit
C.S. Mott Pool	0	
STP Pavilion #1	2	1 City Resident, CES
STP Pavilion #2	1	CES
STP Pavilion #3	1	CES
STP Pavilion #4	2	1 City Resident, 1 County Resident
Sugarland Park Pavilion	2	1 Non City/County Resident, 1 County Resident
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Splash Pad	0	
Chickee	0	
<b>Sugarland Sports Complex</b>		
Field 1	0	
Field 2	0	
Field 3	0	
Field 4	0	
Field 5	0	
Field 6	12	AYSO
Field 7	12	AYSO
Field 8	12	AYSO
Field 9	12	AYSO
Soccer West	12	AYSO
Soccer Center	12	AYSO
Soccer East	12	AYSO

# Clewiston Golf Course FY 2023 Rounds of Golf Fiscal Year Comparison

	2020	2021	2022	2023
Oct	642	854	797	815
Nov	982	911	864	1128
Dec	1159	1140	1076	1500
Jan	1873	1741	1424	2065
Feb				
March				
April				
May				
June				
July				
Aug				
Sept				
Total	4656	4646	4161	5508



2023 YTD Variance by Year		
2020	2021	2022
18.3%	18.6%	32.4%

Code Enforcement Cases			
January 01 thru January 31			
Status	CaseNum	GeneralCategory	Address
Opened	23-0021	Chapter 18 Buildings and Building Regulations	729 E Sugarland Hwy Clewiston
Opened	23-0023	Chapter 18 Buildings and Building Regulations	101 S Berner Rd Clewiston
Opened	23-0024	Chapter 18 Buildings and Building Regulations	420 E Trinidad Ave Clewiston
Opened	23-0025	Chapter 50 Manufactured Homes, Mobile Homes, Manufactured Home and Mobile Home Pa	628 E Ventura Ave Clewiston
Opened	23-0026	Chapter 18 Buildings and Building Regulations	433 E Alverdez Ave Clewiston
Opened	23-0029	Chapter 110 Zoning	206 Cypress Ave Clewiston
Opened	23-0031	Chapter 18 Buildings and Building Regulations	130 W Crescent Dr Clewiston
Opened	23-0032	Chapter 18 Buildings and Building Regulations	720 E Royal Palm Ave Clewiston
Opened	23-0034	Chapter 18 Buildings and Building Regulations	120 S W C Owen Ave Clewiston
Opened	23-0037	Chapter 18 Buildings and Building Regulations	526 Old Farm Place Clewiston
Opened	23-0038	Domestic fowl prohibited	1002 S San Pedro St Clewiston
Opened	23-0039	Chapter 18 Buildings and Building Regulations	707 S W C Owen Ave Clewiston
Opened	23-0040	Chapter 14-ANIMALS	504 Date St Clewiston
Opened	23-0041	Chapter 18 Buildings and Building Regulations	626 E Pasadena Ave Clewiston
Opened	23-0042	Chapter 110 Zoning	536 E Pasadena Ave Clewiston
Opened	23-0044	Chapter 18 Buildings and Building Regulations	810-812 W Aztec Ave Clewiston
Resolved	22-0158	Chapter 18 Buildings and Building Regulations	707 S W C Owen Ave Clewiston
Resolved	22-0169	Chapter 18 Buildings and Building Regulations	210 W Sugarland Hwy Clewiston
Resolved	22-0395	Chapter 18 Buildings and Building Regulations	623 E Pasadena Ave Clewiston
Resolved	22-0404	Landscape Maintenance	573 Comercio St Clewiston
Resolved	22-0416	Domestic fowl prohibited	340 E Del Monte Ave Clewiston
Resolved	22-0430	Chapter 18 Buildings and Building Regulations	402 E Ventura Ave Clewiston
Resolved	22-0437	Chapter 18 Buildings and Building Regulations	1008 W Sugarland Hwy Clewiston
Resolved	23-0004	Fences, wall & hedges	517 E Sugarland Hwy Clewiston
Resolved	23-0018	Chapter 70- Traffic and Vehicles	328 W Crescent Dr Clewiston
Resolved	23-0019	Chapter 18 Buildings and Building Regulations	534 E Del Monte Ave Clewiston
Resolved	23-0020	Chapter 18 Buildings and Building Regulations	108 E Sugarland Hwy Clewiston
Resolved	23-0022	Chapter 18 Buildings and Building Regulations	1024 W Sugarland Hwy Clewiston
Resolved	23-0027	Chapter 18 Buildings and Building Regulations	804 Corona St Clewiston
Resolved	23-0028	Chapter 18 Buildings and Building Regulations	342 E Alverdez Ave Clewiston
Resolved	23-0035	Chapter 70- Traffic and Vehicles	204 E Sugarland Hwy Clewiston

Code Enforcement Cases			
January 01 thru January 31			
Resolved	23-0036	Domestic fowl prohibited	700 E Ventura Ave Lot 29 Clewiston
Resolved	23-0043	Chapter 70- Traffic and Vehicles	610-612 Corona St Clewiston

Community Improvement Division

2023

Monthly

January 01 thru January 31

Code Cases Opened: 27

Case Re-inspections: 62

Notice of Violations: 5

Notice of Hearings: 1

Fine Assessments: 2

Lien(s) Recorded: 1

Lien Reduction: 1

Special Magistrate Hearing – The Special Magistrate Hearing was held on January 17, 2023 with 27 agenda items heard. The next regularly scheduled Magistrate hearing is on March 17, 2023 at 10:00 am in the Commission Chambers located at 115 W Ventura Avenue.

Code Cases Resolved: 17

Code lien search requests completed: 8

Rental Inspections Completed: 13



January 2023 Inspections			
Permit#	Inspection Type	Result	Inspected Date
21-0025	PLUMBING FINAL	Pass	1/6/2023
21-0257	DRY-IN	Pass	1/26/2023
21-0337	PLMB-FNL	NC	1/18/2023
21-0337	PLMB-FNL	NC	1/19/2023
21-0338	WINDOW	NC	1/4/2023
22-0214	FINAL	NC	1/18/2023
22-0214	FINAL	NC	1/18/2023
22-0239	Bonding & Steel	NC	1/17/2023
22-0239	Pool Set Backs	Pass	1/17/2023
22-0271	MF	NC	1/26/2023
22-0280	FINAL	NC	1/19/2023
22-0280	FINAL	Pass	1/24/2023
22-0294	Final	Pass	1/26/2023
22-0315	FINAL	Pass	1/19/2023
22-0320	BLDG-FNL	NC	1/6/2023
22-0320	BLDG-FNL	Pass	1/10/2023
22-0322	FINAL	Pass	1/5/2023
22-0323	FINAL	Pass	1/6/2023
22-0334	PLUMB-R	NC	1/26/2023
22-0335	FINAL	Pass	1/11/2023
22-0365	MR	Pass	1/26/2023
22-0366	FINAL	Pass	1/6/2023
22-0372	FINAL	Pass	1/19/2023
22-0372	ELECT-F	Pass	1/19/2023
22-0375	FINAL	Pass	1/26/2023
22-0375	DRY-IN	Pass	1/13/2023
22-0376	FINAL	NC	1/26/2023
22-0376	FINAL	Pass	1/26/2023
22-0377	ELECT-R	Pass	1/24/2023
22-0388	FINAL	NC	1/19/2023
22-0388	FINAL	Pass	1/26/2023
22-0390	SETBACKS	Pass	1/11/2023
22-0390	CONC-R	Pass	1/6/2023
22-0390	CONC-F	Pass	1/11/2023
23-0005	ELECT-R	NC	1/17/2023
23-0006	WINDOW/DOOR	NC	1/26/2023
23-0007	ELECT-F	NC	1/18/2023
23-0007	ELECT-F	NC	1/26/2023
Total 38			

January 2023 Permits								
Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Owner	Ramon & Rhonda M Iglesias	1/5/2023	ACC-BLDG	23-0000	910 Sawgrass St	14,000.00	0	152.1
Active Alarms, Inc	Fair & Livestock Hendry County	1/6/2023	ELECT	23-0001	710 S Francisco St	29,000.00	0	230.1
Owner	S & L FLORIDA INVESTMENT	1/6/2023	FENCE	23-0002	705 S W C Owen Ave	2,000.00	0	89.7
Modern Mechanical Services, LLC	Evangel Assembly of God	1/10/2023	MECH	23-0003	350 S Berner Rd	15,940.00	0	162.5
HorizansElectric of Central Florida, Inc	Ruben Escalante	1/10/2023	ELECT	23-0004	219-221 Margaret St	100,000.00	0	0
Jimmy Pittman Electrical, Inc.	Domingo & Severa Herrera	1/11/2023	ELECT	23-0005	313 W Haiti Ave	2,495.00	0	94.9
The Home Depot	Maria Guzman	1/12/2023	BLDG-RMR	23-0006	511 W Aztec Ave	15,176.00	0	162.5
Taylor Electric & Air Conditioning, Inc.	Clewiston Christian School, Inc.	1/13/2023	ELECT	23-0007	601 Caribbean Ave	1,000.00	0	279.5
Taylor Electric & Air Conditioning, Inc.	Roger Paul & Janet Plouffe	1/19/2023	ELECT	23-0008	718 Poinciana St	950	0	84.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Jose & Rose Marie Muniz	1/19/2023	REROOF	23-0009	526 W Obispo Ave	16,500.00	0	167.7
owner	Emily Rudd	1/19/2023	REROOF	23-0010	813 E Ventura Ave	2,500.00	0	94.9
owner	Rafeal Cuesta Flores	1/19/2023	BLDG-RMR	23-0011	333 W Obispo Ave	564	0	84.5
Prefab Plumbing, Inc	Karim & Miriam Kaki	1/23/2023	PLUMB	23-0012	1016 Ponce De Leon Ave	1,700.00	0	84.5
ADT Solar, LLC (Marc Jones Construction)	Shane Bryant	1/24/2023	REROOF	23-0013	715 Bowden Rd	85,171.00	526.5	0
owner	Titus Smith	1/24/2023	BLDG-RMR	23-0014	606 Saginaw Ave	47,328.00	0	328.9

Neita & Associates, LLC	Quest IRA Inc FBO N Pauline T Parks IRA#2508411	1/25/2023	FENCE	23-0015	524 E Osceola Ave	1,900.00	0	84.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331 431	Travis Reese	1/26/2023	REROOF	23-0016	807 Caribbean Ave	12,000.00	0	141.7
Mastropiero Plumbing & Heating Corp	Xiomara Escamilla Canizares & Rafael Ramos Rodriguez	1/26/2023	PLUMB	23-0017	434 E Sagamore Ave	11,000.00	0	136.5
Mastropiero Plumbing & Heating Corp	Xiomara Escamilla Canizares & Rafael Ramos Rodriguez	1/27/2023	MECH	23-0018	434 E Sagamore Ave	11,000.00	0	136.5
Storm Smart Building Systems, Inc.	Laura A Martin	1/30/2023	BLDG- RMR	23-0019	1006 Ponce De Leon Ave	21,972.00	0	193.7
	Miguel A & Maria Cepero Garcia	1/31/2023	BLDG- RMR	23-0020	201 S San Luiz Ave	800	0	84.5
Toal 23						392,996.00	526.5	2793.7

# **PROTECTIVE INSPECTIONS ACTIVITY REPORT January 2023**

## **Building Department**

- Issued 23 permits
- Performed 38 inspections
- Performed 32 plan reviews
- Serviced 362 customers (both by phone & walk-ins)
- Lien searches researched – 5
- Business Licenses issued – 8 (renewals & new)
- Issued 1 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**

- 6 – Inspections
- The fire department responded to:  
55 Total Calls

# Call Summary

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Year: 2023

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 02/01/2023 02:05:49

Report Date From: 01/01/2023

Report Date To: 01/31/2023

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

		January 2023	Total
911	Inbound	842	842
	Abandoned	106	106
	Abandoned %	11.18%	11.18%
	NSI %	8.86%	8.86%
	Unparsed	0	0
	Total	948	948
911 Non-NSI	Inbound	767	767
	Abandoned	97	97
	Abandoned %	11.23%	11.23%
	Total	864	864
911 NSI	Inbound	75	75
	Abandoned	9	9
	Abandoned %	10.71%	10.71%
	Total	84	84
10-Digit Emerg	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
Administrative	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
	Avg Call Duration	49.0	49.0
	Total	948	948



# PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: January 2023

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 02/01/2023 02:05:56

Report Date From: 01/01/2023

Report Date To: 01/31/2023

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	23	1	1	0	0	0	0	25	50.4	92.00 %	96.00 %	100.00 %	100.00 %
01:00	30	2	1	0	0	0	0	33	42.7	90.91 %	96.97 %	100.00 %	100.00 %
02:00	18	0	0	0	0	0	0	18	54.2	100.00 %	100.00 %	100.00 %	100.00 %
03:00	12	0	0	0	0	0	0	12	41.1	100.00 %	100.00 %	100.00 %	100.00 %
04:00	13	0	0	0	0	0	0	13	64.5	100.00 %	100.00 %	100.00 %	100.00 %
05:00	15	0	0	0	0	0	0	15	43.0	100.00 %	100.00 %	100.00 %	100.00 %
06:00	33	0	1	0	0	0	0	34	32.6	97.06 %	97.06 %	100.00 %	100.00 %
07:00	33	1	0	0	0	0	0	34	61.4	97.06 %	100.00 %	100.00 %	100.00 %
08:00	31	0	0	0	0	0	0	31	56.8	100.00 %	100.00 %	100.00 %	100.00 %
09:00	31	0	0	0	0	0	0	31	49.8	100.00 %	100.00 %	100.00 %	100.00 %
10:00	39	5	1	0	0	0	0	45	42.1	86.67 %	97.78 %	100.00 %	100.00 %
11:00	54	1	0	0	0	0	0	55	42.8	98.18 %	100.00 %	100.00 %	100.00 %
12:00	46	2	2	0	0	0	0	50	40.0	92.00 %	96.00 %	100.00 %	100.00 %
13:00	57	1	1	0	0	0	0	59	33.7	96.61 %	98.31 %	100.00 %	100.00 %
14:00	41	2	1	0	0	0	0	44	48.6	93.18 %	97.73 %	100.00 %	100.00 %
15:00	62	3	0	0	0	0	0	65	47.0	95.38 %	100.00 %	100.00 %	100.00 %
16:00	55	11	0	2	0	0	0	68	40.2	80.88 %	97.06 %	97.06 %	100.00 %
17:00	45	6	4	0	0	0	0	55	46.5	81.82 %	92.73 %	100.00 %	100.00 %
18:00	50	3	1	0	0	0	0	54	92.2	92.59 %	98.15 %	100.00 %	100.00 %
19:00	45	0	0	0	0	0	0	45	39.0	100.00 %	100.00 %	100.00 %	100.00 %
20:00	45	0	0	1	0	0	0	46	48.1	97.83 %	97.83 %	97.83 %	100.00 %
21:00	51	2	1	0	0	0	0	54	50.6	94.44 %	98.15 %	100.00 %	100.00 %
22:00	28	2	0	0	0	0	0	30	60.2	93.33 %	100.00 %	100.00 %	100.00 %
23:00	31	1	0	0	0	0	0	32	65.2	96.88 %	100.00 %	100.00 %	100.00 %
Total:	888	43	14	3	0	0	0	948	49.0	93.67 %	98.21 %	99.68 %	100.00 %
Overall %:	93.67%	4.54%	1.48%	0.32%	0.00%	0.00%	0.00%						



# PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: January 2023

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 02/01/2023 02:05:56

Report Date From: 01/01/2023

Report Date To: 01/31/2023

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Days Of Week: All

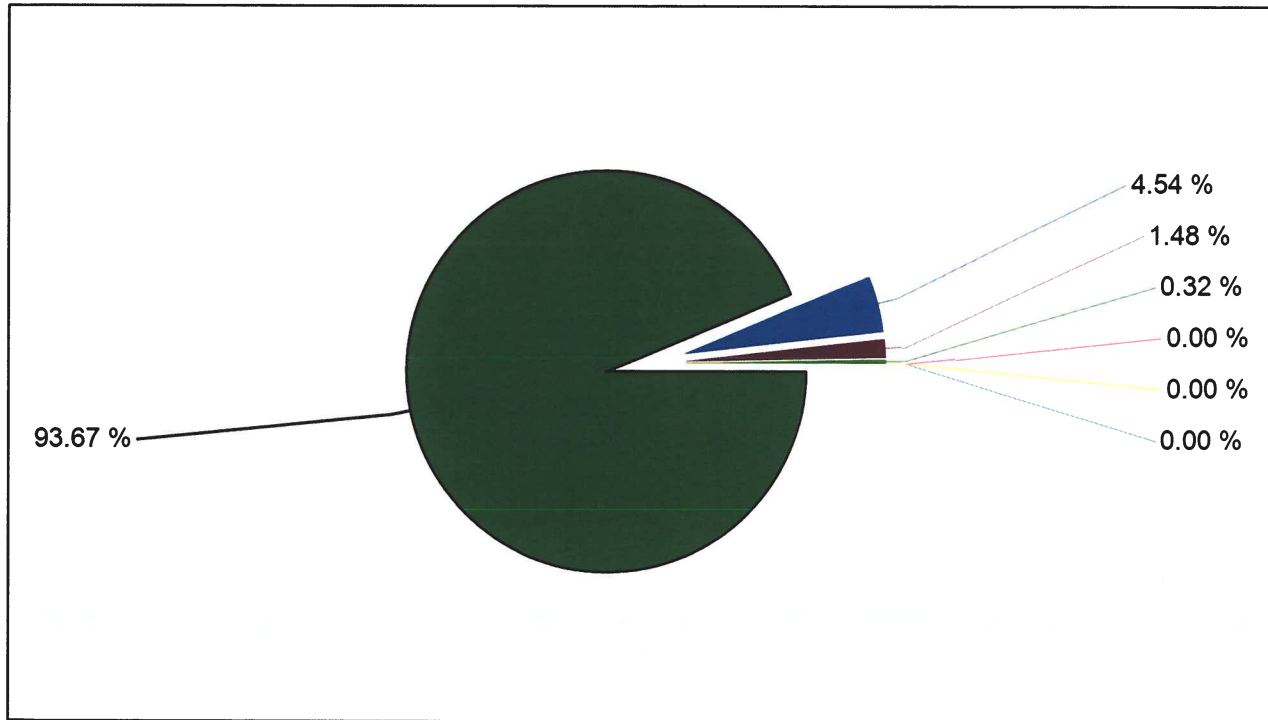
Call Type: 911 Calls

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 1/1/2023 and 1/31/2023

#### Call Type

-	-	-
-ABANDONED VEHICLE	-FOLLOW UP	-RESIDENCE CHECK
-ALARM	-FOR RECORDING DCF INTAKE REPORTS OF ABUSE	-RIOT
-ANIMAL BITE	-FORGERY / FRAUD	-ROAD OBSTRUCTION
-ANIMAL COMPLAINT	-FOUND/ CONFISCATED NARCOTICS	-ROBBERY
-ARMED	-FUNERAL ESCORT	-SCHOOL CROSSING
-ARSON	-GANG RELATED INCIDENT	-SEARCH WARRANT
-ASSAULT	-GAS DRIVE OFF	-SEARVING CIVIL PROCESS
-ASSIST OTHER AGENCY	-GUN SHOTS	-SECURITY CHECK
-BAKER/MARCHMAN ACT	-HARRASSING PHONE CALLS	-SEX CRIME
-BATTERY	-HAZMAT	-SHOOTING
-BEVERAGE LAW VIOLATION	-HIT AND RUN ACCIDENT	-SHOPLIFTING
-BOATER CONTACT	-HOMICIDE	-SICK PERSON TRANSPORT MEDICAL EMS
-BOMB THREAT	-HOSTAGE	-SICK PERSON/AMBULANCE
-BRUSH FIRE	-ILLEGAL BURN	-SMOKE
-BURGLARY	-ILLEGAL DUMPING	-SPECIAL DETAIL
-BURGLARY TO A BUSINESS	-INFORMATION	-STABBING
-BURGLARY TO A CONSTRUCTION SITE	-INJUNCTION	-STALKING
-BURGLARY TO A RESIDENCE	-JUVENILE SITUATION	-STOLEN VEHICLE
-BURGLARY TO A VEHICLE	-K-9 USAGE	-STRUCTURE FIRE
-BUSINESS CHECK	-KIDNAPPING	-SUICIDE/ ATTEMPTED SUICIDE
-BUSINESS ESCORT	-LANDING ZONE	-SUSPICIOUS INCIDENT
-CHASE	-LEGAL ADVICE	-SUSPICIOUS PERSON
-CHILD/ELDERLY ABUSE	-LEWD LASCIVIOUS BEHAVIOR	-SUSPICIOUS VEHICLE
-CITIZEN ASSIST	-LIVESTOCK ON HIGHWAY	-TEST CAD CALL
-CITY ORDINANCE VIOLATION	-LOITERING	-THEFT
-CIVIL MATTER	-LOST /STOLEN TAG	-THEFT FROM A BUSINESS
-COUNTY ORDINANCE VIOLATION	-LOST/ FOUND PROPERTY	-THEFT FROM A CONSTRUCTION SITE
-COURT	-MARIJUANA GROW HOUSE	-THEFT FROM A RESIDENCE
-CRIMINAL MISCHIEF	-MENTALLY ILL PERSON	-TRAFFIC PROBLEM
-DECEASED PERSON	-MISSING PERSON	-TRAFFIC STOP
-DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY	-MISSING PERSON RECOVERY	-TRESPASSING
-DISTURBANCE	-MULTIPLE AGENCY FIRE	-TROUBLE IN THE JAIL
-DOMESTIC DISTURBANCE	-NOISE COMPLAINT	-UNVERIFIED 911
-DROWNING	-OTHER NOT LISTED	-UNWANTED GUEST
-DRUG CASE	-PARKING VIOLATION	-VEHICLE ACCIDENT
-DRUNK DRIVER	-PATROL-CITY LIMITS	-VEHICLE ACCIDENT/ DEPT UNIT
-DRUNK PEDESTRIAN	-PRISONER IN CUSTODY	-VEHICLE FIRE
-ELECTRICAL FIRE	-PRISONER TRANSPORT	-VERIFY VIN
-EMPLOYEE/LABOR TROUBLE	-PROWLER	-VICE / GAMBLING
-ESCAPE	-RANCH/FARM CHECKS	-VIOLATION OF INJUNCTION
-FIGHT /AFFRAY	-RECKLESS DRIVER	-VIOLATION OF PROBATION WITHOUT WARRANT
-FLIGHT MISSION	-RECOVERED VEHICLE	-WARRANT
	-REPOSSESSION	-WELFARE CHECK

Call Type	# of Calls	Total Time	Average Time
ALARM	29	04 hours 20 mins	00 hours 8 mins
ANIMAL COMPLAINT	56	59 hours 0 mins	01 hours 3 mins
ASSAULT	2	01 hours 36 mins	00 hours 48 mins
ASSIST OTHER AGENCY	20	11 hours 34 mins	00 hours 35 mins
BAKER/MARCHMAN ACT	1	01 hours 2 mins	01 hours 2 mins
BURGLARY TO A RESIDENCE	1	01 hours 58 mins	01 hours 58 mins
BURGLARY TO A VEHICLE	2	01 hours 26 mins	00 hours 43 mins
BUSINESS CHECK	819	24 hours 27 mins	00 hours 2 mins
BUSINESS ESCORT	34	14 hours 42 mins	00 hours 26 mins
CITIZEN ASSIST	76	124 hours 29 mins	01 hours 38 mins
CITY ORDINANCE VIOLATION	4	01 hours 42 mins	00 hours 26 mins
CIVIL MATTER	1	00 hours 9 mins	00 hours 9 mins
CRIMINAL MISCHIEF	4	01 hours 26 mins	00 hours 22 mins
DECEASED PERSON	5	18 hours 31 mins	03 hours 42 mins
DISTURBANCE	27	10 hours 36 mins	00 hours 24 mins
DRUNK PEDESTRIAN	5	01 hours 46 mins	00 hours 21 mins
FIGHT /AFFRAY	4	02 hours 10 mins	00 hours 33 mins
FOLLOW UP	13	12 hours 38 mins	00 hours 58 mins
FORGERY / FRAUD	5	01 hours 33 mins	00 hours 19 mins
FOUND/ CONFISCATED NARCOTICS	1	04 hours 34 mins	04 hours 34 mins
HARRASSING PHONE CALLS	1	00 hours 8 mins	00 hours 8 mins
HAZMAT	1	00 hours 30 mins	00 hours 30 mins
HIT AND RUN ACCIDENT	2	00 hours 29 mins	00 hours 15 mins
INFORMATION	28	08 hours 39 mins	00 hours 19 mins

## Call Type Summary

Date Range: between 1/1/2023 and 1/31/2023

Call Type	# of Calls	Total Time	Average Time
JUVENILE SITUATION	15	07 hours 7 mins	00 hours 29 mins
LEGAL ADVICE	10	03 hours 19 mins	00 hours 20 mins
LOST /STOLEN TAG	1	00 hours 23 mins	00 hours 23 mins
LOST/ FOUND PROPERTY	16	06 hours 0 mins	00 hours 23 mins
NOISE COMPLAINT	13	01 hours 49 mins	00 hours 8 mins
PARKING VIOLATION	6	02 hours 49 mins	00 hours 28 mins
PRISONER TRANSPORT	9	07 hours 39 mins	00 hours 51 mins
RECKLESS DRIVER	8	01 hours 5 mins	00 hours 8 mins
REPOSSESSION	1	00 hours 0 mins	00 hours 0 mins
RESIDENCE CHECK	424	02 hours 31 mins	00 hours 0 mins
SHOOTING	1	05 hours 58 mins	05 hours 58 mins
SICK PERSON/AMBULANCE	38	15 hours 17 mins	00 hours 24 mins
SMOKE	1	00 hours 9 mins	00 hours 9 mins
SPECIAL DETAIL	1	07 hours 10 mins	07 hours 10 mins
STOLEN VEHICLE	1	00 hours 31 mins	00 hours 31 mins
STRUCTURE FIRE	2	02 hours 44 mins	01 hours 22 mins
SUSPICIOUS INCIDENT	12	02 hours 11 mins	00 hours 11 mins
SUSPICIOUS PERSON	19	05 hours 35 mins	00 hours 18 mins
SUSPICIOUS VEHICLE	20	02 hours 56 mins	00 hours 9 mins
THEFT	9	03 hours 26 mins	00 hours 23 mins
TRAFFIC PROBLEM	2	00 hours 40 mins	00 hours 20 mins
TRAFFIC STOP	107	12 hours 52 mins	00 hours 7 mins
TRESPASSING	7	02 hours 38 mins	00 hours 23 mins
UNVERIFIED 911	13	02 hours 25 mins	00 hours 11 mins
UNWANTED GUEST	9	03 hours 22 mins	00 hours 22 mins
VEHICLE ACCIDENT	28	15 hours 50 mins	00 hours 34 mins
VERIFY VIN	2	00 hours 17 mins	00 hours 8 mins
WARRANT	5	05 hours 9 mins	01 hours 2 mins
WELFARE CHECK	7	02 hours 1 mins	00 hours 17 mins



# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
TCOHENS  
Printed On:  
02/01/2023 09:23:09

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD001689 PUnit: 510 CONYERS L BUnit1: 550	01/28/2023 7:33:48	ANIMAL COMPLAINT	839 E ALVERDEZ AVE	S35 Z	
CLPD23CAD001653 PUnit: 550 JONES W	01/27/2023 12:44:58	ANIMAL COMPLAINT	411 E TRINIDAD AVE	S35 Z	
CLPD23CAD001568 PUnit: 550 JONES W	01/26/2023 10:32:25	INFORMATION	1700 MONROE ST	S35 Z	
CLPD23CAD001473 PUnit: 550 JONES W	01/25/2023 13:57:32	ANIMAL COMPLAINT	38840 STATE ROAD 80	S35 Z	
CLPD23CAD001466 PUnit: 550 JONES W	01/25/2023 9:04:43	ANIMAL COMPLAINT	1951 W SR 80	S35 Z	
CLPD23CAD001440 PUnit: 550 JONES W	01/24/2023 14:25:12	INFORMATION	410 W ARROYO AVE	S14 A	CLPD23OFF000053
CLPD23CAD001425 PUnit: 550 JONES W	01/24/2023 11:12:06	ANIMAL COMPLAINT	411 E TRINIDAD AVE	S35 Z	
CLPD23CAD001421 PUnit: 550 JONES W BUnit1: 551	01/24/2023 9:08:30	ANIMAL COMPLAINT	205 W ARROYO AV	S35 Z	
CLPD23CAD001256 PUnit: 550 JONES W	01/21/2023 21:37:20	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
CLPD23CAD001133 PUnit: 550 JONES W	01/20/2023 15:37:59	ANIMAL CONTROL CALL	802 GRATTON RD	S35 Z	
CLPD23CAD001050 PUnit: 550 JONES W	01/18/2023 9:36:58	ANIMAL COMPLAINT	6230 77TH STREET	S35 Z	
CLPD23CAD000960 PUnit: 551 COPPLER A BUnit1: 550	01/17/2023 11:46:33	ANIMAL COMPLAINT	220 RODEO DR	S35 Z	
CLPD23CAD000959 PUnit: 550 JONES W BUnit1: 551	01/17/2023 11:44:45	ANIMAL COMPLAINT	1951 W SR 80	S35 Z	
CLPD23CAD000952 PUnit: 550 JONES W	01/17/2023 9:05:21	ANIMAL COMPLAINT	386 CR 720	S35 Z	
CLPD23CAD000764 PUnit: 550 JONES W	01/14/2023 8:47:49	ANIMAL COMPLAINT	165 S VERDA ST	S35 Z	



## CLEWISTON POLICE DEPARTMENT

### CALL HISTORY LISTING

Printed By:  
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02/01/2023 09:23:09

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD000732 PUnit: 550 JONES W	01/13/2023 15:07:43 BUnit1: 551	ANIMAL COMPLAINT	625 TAMMY RD	S35 Z	
CLPD23CAD000644 PUnit: 550 JONES W	01/12/2023 15:09:02	ANIMAL CONTROL CALL	1050 COMMERCE DR	S35 Z	
CLPD23CAD000643 PUnit: 550 JONES W	01/12/2023 14:12:02	ANIMAL COMPLAINT	550 S LOPEZ ST	S35 S	
CLPD23CAD000640 PUnit: 550 JONES W	01/12/2023 11:02:48	ANIMAL COMPLAINT	300 W AVENIDA DEL RIO	S35 Z	
CLPD23CAD000577 PUnit: 550 JONES W	01/11/2023 11:16:47	ANIMAL CONTROL CALL	601 CARIBBEAN AVE	S35 Z	
CLPD23CAD000574 PUnit: 550 JONES W	01/11/2023 10:08:08 BUnit1: 551	ANIMAL CONTROL CALL	BOND ST	S35 Z	
CLPD23CAD000573 PUnit: 550 JONES W	01/11/2023 9:55:18	ANIMAL COMPLAINT	W OBISPO AVE	S35 Z	
CLPD23CAD000332 PUnit: 511 MYERS R	01/07/2023 15:37:52 BUnit1: 505 BUnit2: 514 BUnit3: 550	ANIMAL COMPLAINT	1000 S DEANE DUFF AVE	S35 D	
CLPD23CAD000325 PUnit: 550 JONES W	01/07/2023 12:29:55	ANIMAL COMPLAINT	CR 835	S35 Z	
CLPD23CAD000322 PUnit: 550 JONES W	01/07/2023 9:51:22	ANIMAL COMPLAINT	330 E SUGARLAND HWY	S35 Z	
CLPD23CAD000279 PUnit: 550 JONES W	01/06/2023 19:36:57	ANIMAL COMPLAINT	614 ROYAL PALM AVE	S35 Z	
CLPD23CAD000278 PUnit: 550 JONES W	01/06/2023 18:36:06	ANIMAL CONTROL CALL	300 E SUGARLAND HWY .	S35 Z	
CLPD23CAD000276 PUnit: 550 JONES W	01/06/2023 15:44:45	ANIMAL COMPLAINT	OLYMPIA ST	S35 Z	
CLPD23CAD000250 PUnit: 550 JONES W	01/05/2023 16:02:33	ANIMAL CONTROL CALL	S W C OWEN AVE	S35 Z	
CLPD23CAD000247	01/05/2023 13:39:37	ANIMAL COMPLAINT	902 FLORIDA AVE	S35 Z	



# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
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02/01/2023 09:23:10

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 550 JONES W					





# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
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Printed On:  
02/01/2023 09:23:37

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD001816 PUnit: 551 COPPLER A	01/30/2023 16:26:56	ANIMAL COMPLAINT	540 MERIT ST	S35 Z	
CLPD23CAD001807 PUnit: 551 COPPLER A	01/30/2023 9:17:49	ANIMAL COMPLAINT	SAN BENITO ST	S35 Z	
CLPD23CAD001727 PUnit: 551 COPPLER A	01/28/2023 17:30:25	ANIMAL COMPLAINT	410 WARROYO AVE	S35 Z	
CLPD23CAD001463 PUnit: 551 COPPLER A	01/25/2023 7:04:44	CITIZEN ASSIST	2700 US-441	S17 Z	
CLPD23CAD001427 PUnit: 551 COPPLER A	01/24/2023 11:30:10	ANIMAL COMPLAINT	504 WATER OAK AVE	S35 Z	
CLPD23CAD001421 PUnit: 550 JONES W BUnit1: 551	01/24/2023 9:08:30	ANIMAL COMPLAINT	205 W ARROYO AV ✓	S35 Z	
CLPD23CAD001387 PUnit: 551 COPPLER A	01/23/2023 16:39:03	ANIMAL COMPLAINT	1025 ALABAMA AVE	S35 Z	
CLPD23CAD001384 PUnit: 551 COPPLER A	01/23/2023 16:14:09	ANIMAL COMPLAINT	1116 KENTUCKY AVE	S35 G	
CLPD23CAD001375 PUnit: 551 COPPLER A	01/23/2023 14:42:57	ANIMAL COMPLAINT	6480 FLAGHOLE RD	S35 Z	
CLPD23CAD001371 PUnit: 551 COPPLER A	01/23/2023 14:08:29	ANIMAL COMPLAINT	115 AVENIDA DEL CLUB	S35 Z	
CLPD23CAD001343 PUnit: 551 COPPLER A	01/22/2023 22:58:02	ANIMAL COMPLAINT	E US HWY 27	S35 Z	
CLPD23CAD001102 PUnit: 551 COPPLER A	01/19/2023 12:53:08	ANIMAL CONTROL CALL	HORSE CLUB AVE	S35 G	
CLPD23CAD000962 PUnit: 551 COPPLER A	01/17/2023 13:04:44	ANIMAL COMPLAINT	1114 FLORIDA AVE	S35 Z	
CLPD23CAD000960 PUnit: 551 COPPLER A BUnit1: 550	01/17/2023 11:46:33	ANIMAL COMPLAINT	220 RODEO DR ✓	S35 Z	
CLPD23CAD000959 PUnit: 550 JONES W BUnit1: 551	01/17/2023 11:44:45	ANIMAL COMPLAINT	1951 W SR 80 ✓	S35 Z	



## CLEWISTON POLICE DEPARTMENT

### CALL HISTORY LISTING

Printed By:  
TCOHENS  
Printed On:  
02/01/2023 09:23:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD000849 PUnit: 551 COPPLER A	01/16/2023 13:05:01	CITIZEN ASSIST	2210 SW GATLIN BLVD	S17 Z	
CLPD23CAD000848 PUnit: 551 COPPLER A	01/16/2023 12:02:16	ANIMAL CONTROL CALL	300 E SUGARLAND HWY	S35 Z	
CLPD23CAD000819 PUnit: 551 COPPLER A	01/15/2023 10:13:38	ANIMAL COMPLAINT	4841 SW ZARRELLA ST	S35 Z	
CLPD23CAD000732 PUnit: 550 JONES W BUnit1: 551	01/13/2023 15:07:43	ANIMAL COMPLAINT	625 TAMMY RD ✓	S35 Z	
CLPD23CAD000634 PUnit: 551 COPPLER A	01/12/2023 7:15:43	ANIMAL COMPLAINT	4425 W SR 80	S35 Z	
CLPD23CAD000574 PUnit: 550 JONES W BUnit1: 551	01/11/2023 10:08:08	ANIMAL CONTROL CALL	BOND ST ✓	S35 Z	
CLPD23CAD000550 PUnit: 551 COPPLER A	01/10/2023 12:54:41	ANIMAL COMPLAINT	525 SAN LUIZ AVE	S35 Z	
CLPD23CAD000545 PUnit: 551 COPPLER A	01/10/2023 9:39:04	ANIMAL COMPLAINT	1442 HOOKERS POINT RD	S35 Z	
CLPD23CAD000503 PUnit: 551 COPPLER A	01/09/2023 16:31:49	CITIZEN ASSIST	410 W ARROYO AVE	S17 Z	
CLPD23CAD000497 PUnit: 551 COPPLER A	01/09/2023 13:12:04	ANIMAL COMPLAINT	933 GRATTON RD	S35 Z	
CLPD23CAD000404 PUnit: 551 COPPLER A	01/08/2023 18:45:09	ANIMAL COMPLAINT	E EL PASO AVE	S35 G	
CLPD23CAD000401 PUnit: 516 ESTIVERNE J BUnit1: 551	01/08/2023 17:44:22	ANIMAL COMPLAINT	407 E OBISPO AVE	S35 G	
CLPD23CAD000212 PUnit: 551 COPPLER A	01/04/2023 15:48:31	ANIMAL CONTROL CALL	700 HOOVER DIKE RD	S35 S	
CLPD23CAD000130 PUnit: 551 COPPLER A	01/03/2023 14:02:45	ANIMAL COMPLAINT	DAVIDSON RD	S35 Z	
CLPD23CAD000072	01/02/2023 12:02:07	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	





# CLEWISTON POLICE DEPARTMENT

## CALL HISTORY LISTING

Printed By:  
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02/01/2023 09:23:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 COPPLER A					
CLPD23CAD000070	01/02/2023 11:04:50	ANIMAL COMPLAINT	180 TAFT BLVD	S35 Z	
PUnit: 551 COPPLER A					

## Animals Inducted by Date and Species

Criteria:

Enter from date: 01/01/2023

Enter to date: 01/31/2023

### Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2023001	Skipper	S (Stray Cat)	01/04/2023			2 weeks.
S2023002	Mira	S (Stray Cat)	01/05/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		0 days.
S2023004	Tahoe	S (Stray Cat)	01/07/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
S2023006	Aero	S (Stray Cat)	01/11/2023			1 week.
F2023001	Kinga	F (Feral Cat)	01/11/2023			3 weeks.
U2023001	Kitty Kitty	U (Unwanted Cat)	01/11/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	1 week.
S2023008	Lil Rocky	S (Stray Cat)	01/17/2023			2 days.
S2023007	Prue	S (Stray Cat)	01/17/2023			2 days.
S2023009	Sunni	S (Stray Cat)	01/17/2023			2 days.
S2023011	Andie	S (Stray Cat)	01/17/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.

S2023010	Sashimi	S (Stray Cat)	01/17/2023			1 day.
U2022222	Matthew	U (Unwanted Cat)	01/18/2023			1 day.
U2023224	Chester	U (Unwanted Cat)	01/19/2023			1 week.
U2023227	Cutiepie	U (Unwanted Cat)	01/19/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		6 days.
U2023225	Pummy	U (Unwanted Cat)	01/19/2023			1 week.
U2023226	Tilly	U (Unwanted Cat)	01/19/2023			1 week.
U2023223	Tac	U (Unwanted Cat)	01/19/2023			1 week.
S2023015	Twix	S (Stray Cat)	01/21/2023			4 days.
S2023013	Dizzy	S (Stray Cat)	01/24/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 day.
S2023016	Fluffycake	S (Stray Cat)	01/24/2023			1 day.
S2023014	Chip	S (Stray Cat)	01/24/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 day.
S2023012	Adia	S (Stray Cat)	01/24/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 day.
S2023017	Gizzie	S (Stray Cat)	01/25/2023			0 days.
S2023018	Kenia	S (Stray Cat)	01/26/2023			6 days.

S2023019	Cinnamon	S (Stray Cat)	01/27/2023			5 days.
S2023020	Remy	S (Stray Cat)	01/29/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		3 days.
S2023021	Bullet	S (Stray Cat)	01/30/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		0 days.
S2023022	Jemma	S (Stray Cat)	01/31/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 day.

Total Cat: 28

## Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2023006	Star Puppy 1	A (Stray Dog)	01/01/2023			0 days.
A2023001	Flash	A (Stray Dog)	01/02/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 week.
A2023005	Squid	A (Stray Dog)	01/03/2023	Parnell Herndon 30290 Josie Billie Hwy Clewiston FL 33440		3 days.
A2023002	Tork	A (Stray Dog)	01/03/2023	Parnell Herndon 30290 Josie Billie Hwy Clewiston FL 33440		3 days.
D2023001	Terry	D (Dog)	01/03/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		4 weeks.
D2023002	Pixie	D (Dog)	01/05/2023	Dennis Marquez 340 Pine Ln Clewiston FL 33440	Dennis Marquez 340 Pine Ln Clewiston FL 33440	1 day.
A2023007	Tank	A (Stray Dog)	01/06/2023	Larosa Jose 221 Avenue Del Sir Clewiston FL 33440		1 week.

A2023008	Caesar	A (Stray Dog)	01/07/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		2 days.
A2023009	Milo	A (Stray Dog)	01/09/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		3 weeks.
D2023003	Cueball	D (Dog)	01/10/2023			2 days.
D2023004	Mya	D (Dog)	01/10/2023			2 days.
A2023011	fat boy	A (Stray Dog)	01/10/2023			0 days.
D2023005	Witney	D (Dog)	01/10/2023			2 days.
A2023010	Jordan	A (Stray Dog)	01/10/2023			2 days.
A2023013	Grummy	A (Stray Dog)	01/13/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		4 days.
A2023012	Rain	A (Stray Dog)	01/13/2023			2 days.
A2023017	Bodhi	A (Stray Dog)	01/17/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		6 days.
A2023015	Magic	A (Stray Dog)	01/17/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		2 weeks.
D2023007	Puppy 2	D (Dog)	01/17/2023			0 days.
D2023006	Puppy 1	D (Dog)	01/17/2023			0 days.

D2023010	Puppy 5	D (Dog)	01/17/2023			0 days.
D2023009	Puppy 4	D (Dog)	01/17/2023			0 days.
A2023014	Dream	A (Stray Dog)	01/17/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 week.
D2023013	Puppy 8	D (Dog)	01/17/2023			0 days.
D2023012	Puppy 7	D (Dog)	01/17/2023			0 days.
A2023018	Ima	A (Stray Dog)	01/17/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		3 days.
A2023016	Theodore	A (Stray Dog)	01/17/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		2 weeks.
D2023008	Puppy 3	D (Dog)	01/17/2023			0 days.
D2023011	Puppy 6	D (Dog)	01/17/2023			0 days.
A2023021	Puffy	A (Stray Dog)	01/18/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 day.
A2023022	Maya	A (Stray Dog)	01/18/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440	Blayne Sheldon 202 Rigewood Ave Clewiston FL 33440	0 days.
A2023020	Wasabi	A (Stray Dog)	01/18/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		1 week.
A2023019	Andy	A (Stray Dog)	01/18/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL		1 week.



				33440		
A2023023	Rolo	A (Stray Dog)	01/19/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		1 day.
A2023025	Junebug	A (Stray Dog)	01/21/2023	<i>Karen Shaw</i> 737 Horse Club Ave CLEWISTON FL 33440		1 day.
A2023024	Hope	A (Stray Dog)	01/21/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		1 day.
D2023014	Batman	D (Dog)	01/22/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		3 days.
A2023026	Marley	A (Stray Dog)	01/23/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		2 days.
A2023027	Weasley	A (Stray Dog)	01/24/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		1 week.
A2023028	Kimbo	A (Stray Dog)	01/24/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Mike Young</i> 1025 Alabama Ave Clewiston FL 33440	1 day.
A2023030	Hoss	A (Stray Dog)	01/27/2023			5 days.
A2023031	Shaggy	A (Stray Dog)	01/28/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		3 days.
A2023032	Pepsi	A (Stray Dog)	01/29/2023	<i>Clewiston Police Department</i> 300 S. Banner Dr. Clewiston FL 33440		2 days.
A2023029	Garth	A (Stray Dog)	01/31/2023		<i>Marcus Sanders</i> 829 Maryland Ave Clewiston FL 33440	1 day.
				<i>Animal Control Officer Anthony</i>		

A2023033	Lena	A (Stray Dog)	01/31/2023	Coppler 410 W. Arroyo Ave Clewiston FL 33440	0 days.
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Total Dog: 45

**Total animals: 73**

Report: **Animals Inducted by Date and Species**

Generated by Animal Shelter Manager 46u [Mon 30 Jan 2023 08:12:55 AM UTC] at Clewiston Animal Services on 02/01/2023 by tlewis