



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

**CITY COMMISSION MEETING
AND
FINAL BUDGET HEARING AGENDA**

Monday, September 18, 2023– 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

Public Comments

1. Consent Agenda

- A. City Commission Special Meeting Minutes – July 31, 2023*
- B. Resolution No. 2023-079 – Approves Hendry County Library Cooperative Long Range Plan 2024-2028 and Annual Plan of Service 2023-2024*
- C. Resolution No. 2023-080 – approves the State Aid to Libraries Grant Agreement and Certification of Hours, Free Library Service and Access to Materials Between the State of Florida, Department of State and the City of Clewiston*
- D. Resolution No. 2023-081 – approves the distribution of \$6,089.86 of FY 2021 Edward Byrne Memorial JAG Program funds for Hendry County projects.*
- E. Resolution No. 2023-082 - approves the MOU with the Palm Beach County Sheriff's Office*
- F. Resolution No. 2023-083 – Lakeside Equipment Emergency Purchase*

Exhibit: Agenda Item No. 1A-F

Recommendation: Recommended motion is to approve the consent agenda.

PUBLIC HEARING

- 2. Final Public Hearing of the FY 2023-2024 Budget – 5:05 p.m.** (A copy of the FY 2023-2024 Tentative Budget was a part of the September 7, 2023 City Commission Tentative Millage & Budget Hearing Agenda and can be viewed on the City's website or a copy may be obtained from the Finance Department.)

- A. Resolution No. 2023-084 –** Resolution No. 2023-084 adopts a millage rate for the levy of ad valorem taxes for Fiscal Year 2023-2024. The proposed millage rate is 6.5314 mills.

Exhibit: Agenda Item Report No. 2
Recommendation: Recommended motion is to approve Resolution No. 2023-084.

B. Resolution No. 2023-085 – Resolution No. 2023-085 adopts the budget for Fiscal Year 2023-2024.

Exhibit: Agenda Item Report No. 2
Recommendation: Recommended motion is to approve Resolution No. 2023-085

C. Resolution No. 2023-086 – Resolution No. 2023-086 adopts the City’s FY2024 Capital Improvement Plans.

Exhibit: Agenda Item Report No. 2
Recommendation: Recommended motion is to approve Resolution No. 2023-086.

RESOLUTIONS

3. Resolution No. 2023-087 – Resolution No. 2023-087 authorizes the Mayor to execute the Audit and Examination Letters of Engagement from Mauldin & Jenkins, LLC dated August 17, 2023 for professional auditing services, to include the Clewiston Redevelopment Agency.

Exhibit: Agenda Item Report No. 3
Recommendation: Recommended motion is to approve Resolution No. 2023-087.

4. Resolution No. 2023-088 – Resolution No. 2023-088 authorizes the application for a Beautification Grant from the Florida Department of Transportation (FDOT) for the installation of 13 Royal Palms in the median of Sugarland Highway from San Luiz Avenue to the western terminus of the city.

Exhibit: Agenda Item Report No. 4
Recommendation: Recommended motion is to approve Resolution No. 2023-088.

5. Resolution No. 2023-089 – Resolution No. 2023-089 approves the award of the Polymer Meter Boxes Lid contract to Core and Main and authorizes the city manager to sign the purchase order on behalf of the city.

Exhibit: Agenda Item Report No. 4
Recommendation: Recommended motion is to approve Resolution No. 2023-089.

6. Resolution No. 2023-090 – Resolution No. 2023-090 approves the modification to the Phase 2 FDEM Watershed Planning Grant, Contract Number H0878 between the Florida Division of Emergency Management and the City of Clewiston

Exhibit: Agenda Item Report No. 4
Recommendation: Recommended motion is to approve Resolution No. 2023-090.

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**
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.

Mary K. Combass, City Clerk

CITY OF CLEWISTON
Special Commission Meeting
July 31, 2023

The Clewiston City Commission held a Special Meeting in the City Hall Commission Chambers Monday, July 31, 2023. The meeting was called to order at 5:05 p.m. by Mayor Pittman. The audience joined in reciting the Lord's Prayer and the Pledge of Allegiance.

Commissioners Present: Mayor James Pittman, Vice Mayor Greg Thompson, Commissioner Barbara Edmonds, Commissioner Mali Gardner and Commissioner Hillary Hyslope.

Personnel Present: City Manager Randy Martin, Finance Director Shari Howell, Director of Operations Danny Williams, IT Administrator Justin Lucas, Golf Course Director Robbie Rush and Consultant Mark Magnarella. City Attorney Dylan Brandenburg attended via telephone.

Visitors Present: None

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that there are no changes to the agenda. Mayor Pittman stated that Resolution No. 2023-068 was provided for Agenda Item No. 4.

Public Comments – There were no public comments.

1. Consent Agenda

- A. Event Application – Clewiston High School Class of 2024 Senior Sunrise – August 9, 2023

Manager Martin stated this applicant was placed on this agenda for consideration due to the date of the event and the timing of Commission consideration.

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

RESOLUTIONS

- 2. Resolution No. 2023-066** – Resolution No. 2023-066 approves the proposed millage rate of 6.5314 mills to send to the Property Appraiser and sets the date and time of the Tentative Millage and Budget Hearing for Thursday, September 7, 2023 at 5:05 p.m.

Mayor Pittman read Resolution No. 2023-066 by title. Manager Martin stated that the proposed millage rate stated in the resolution of 6.5314 mills is an estimate and constitutes the maximum millage. It is required by the state that this be filed each year before August 1. Commissioner Gardner stated that she feels there is a lot to discuss before the final hearing since we are looking at a fire assessment of almost \$370,000.

Commissioner Hyslope made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2023-066. Vote 5 yeas, 0 nays

- 3. Resolution No. 2023-067** – Resolution No. 2023-067 approves the award of the Area A Grounds Maintenance Contract to Cross Training Ministries in the amount of \$108,000.

Mayor Pittman read Resolution No. 2023-067 by title. Director Danny Williams recommended awarding the contract to Cross Training Ministries because he does not feel the apparent low bidder submitted has the staff and equipment necessary to satisfactorily perform the scope of work. Manager Martin advised the Commission that this action is necessary at this time because the current contractor for this area gave proper notice per the terms of their contract with the City to terminate and stated that their contract obligation will end on August 18, 2023. He agreed with Director Williams recommendation and stated that this contract, if approved, would begin in August when the current contract ends and would continue a little more than the original 12 month period date typical for this contract. The contractor would then be eligible for renewal per the stated contract terms. Mayor Pittman stated that he will abstain from voting because this action could inure to the special gain or loss of a relative. He then passed the gavel to Vice Mayor Thompson for this action consideration.

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2023-067. Vote 4 yeas, 0 nays (Mayor Pittman abstained from voting.)

Vice Mayor Thompson passed the gavel back to Mayor Pittman.

- 4. Resolution No. 2023-068 - Acceptance of proposal and approval of the award for the Golf Course Irrigation Contract** – A Request for Proposals was advertised in the Lake Okeechobee News on June 28, 2023 for the Golf Course Irrigation Project. Proposals were opened on July 28, 2023. Given the timing of the proposal opening, a copy of the recommended resolution was provided at this meeting.

Mayor Pittman read Resolution No. 2023-068 by title which had been previously provided to the Commission members. Manager Martin stated that he communicated the updated numbers received in the proposals with partner representatives from U.S. Sugar and First Bank. He reminded the Commission that First Bank is giving a \$300,000 commitment to go toward the project as well as an offer of financing at a 2% capped rate of interest. He noted that the staff will also go through the process of requesting proposals for financing, but this offer is already committed at the stated rate which is well below prevailing rates. He stated the low bids combined is \$121,119.56 lower than the previous maximum debt service amount of \$1.5 million and explained that having the lower bids lowers the debt service from what was previously estimated. He stated that all of the options and proposals that were received were considered and the two recommended low bidders were reputable and could perform the terms of the project scope and specifications within the timetable needed.

Vice Mayor Thompson raised questions about the RFP and details of the proposals that were received. Manager Martin explained that Pro Pumping Controls bid on the work to replace

the pumps currently at the pump station which was held out as an alternate because we were not sure there would be sufficient funding available without exceeding the \$1.5 million by including that element and confirmed the bids for the two other bidders did not include that scope of work. Manager Martin stated that he prepared the RFP based upon input he received from the consultant and potential contractors on what needed to be supplied and the scope of work. He also stated that consideration of lump sum proposals for materials and installation combined and proposals for materials only was included in the RFP request in case a bidder wanted to bid on materials only in which case another contractor would need to be responsible for the labor. After evaluating the proposals and discussing with the consultant and staff, he believes that breaking it out could leave potential gaps and liabilities in making sure the city has a complete turnkey project. Management, consultant and staff collectively agreed and are recommending the lump sum option even though one bidder did provide a breakdown of materials as well as labor separate. He confirmed that the specific job that Pro Pump & Controls bid on was a separate specification and constituted an alternate bid. They were the lone bidder that submitted a proposal for that scope of work and the description of that work is in the advertisement. Director Rush and Consultant Magnarella commented on the need and scope of the project. Commissioner Hyslope stated that if the City wants to have a municipal golf course, the City must adequately irrigate it and she acknowledged that thankfully the City has community partners that are willing to step up to the plate and assist with the funding.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2023-068. Vote 5 yeas, 0 nays

Manager Martin thanked Attorney Brandenburg for his guidance on making sure that we complied with all the procurement standards. Commissioner Hyslope thanked city staff for their work and the partners who have agreed to help. Commissioner Gardner expressed her appreciation to the Golf Course Advisory Board whose members have all been very active on this project and recommended it.

In other matters, Commissioner Hyslope next opened a discussion regarding some issues at an arcade facility that she was notified about in an email she received from Ms. Hernandez. She stated that she found the email to be extremely disturbing and asked Manager Martin to see what the City could do about it. Manager Martin suggested that this item be discussed at a workshop so that Chief Lewis could give the board an update based on his discussions with the state attorney's office regarding the enforcement of some of the alleged violations related to the operation of the arcade facilities. He stated that he and Chief Lewis have discussed a strategy to enhance enforcement in the vicinity to address the other issues alleged to have occurred outside the facility. He also stated that he would prefer to also have Attorney Brandenburg's input on anything that the city can do from a regulatory standpoint beyond what the state had already done in recent legislative actions on regulation of these type business operations. Commissioner Hyslope suggested checking with the surrounding communities to see what they have done or are considering. Commissioner Gardner mentioned that she sent an email to Manager Martin on July 20 with information on how Palm Beach Gardens had taken a very strong stance on this and suggested that we look at their recent ordinance at the workshop when we discuss the impact to our community. Attorney Brandenburg agreed to pull their ordinance and review. Mayor Pittman stated that

he also talked to Manager Martin regarding the complainant about this issue and suggested that we consider other options such as potentially placing a moratorium on adult arcades until we have a workshop and consider any recommended ordinance adjustments. Attorney Brandenburg recommended holding off on a blanket moratorium for now until we do our homework because the City does not want to do something too quickly the enforcement of which could be challenged. Commissioner Gardner asked that all amusement arcades in the community be looked at to make sure they are complying with all of our ordinances and regulations. She requested a breakdown of information on each one. Manager Martin suggested that once the information is ready, the Commission tag the workshop to an upcoming meeting on the schedule. He then reviewed the budget workshop schedule and asked Director Williams to be ready to provide an update on the roofs and talk about the maintenance efforts that were done at the August 7, 2023 Budget Workshop. Commissioner Hyslope noted that she will be out of town on August 7.

Adjournment

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the meeting at 5:43 p.m. Vote 5 yeas, 0 nays

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT B
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-079

- 1. Background/History:** Resolution No. 2023-079 approves the Hendry County Library Cooperative Long Range Plan 2024-2028 and Annual Plan of Service 2023-2024. The City Commission as the governing board of the Hendry County Library Cooperative is required to approve a Long Range Plan and an Annual Plan of Service to receive the State Aid to Libraries Grant.
- 2. Financial Impact:** N/A
- 3. Attachments:**
 - a. Resolution No. 2023-079
 - b. Long Range Plan 2024-2028
 - c. Annual Plan of Service 2023-2024
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-079.

RESOLUTION NO. 2023-079

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE HENDRY COUNTY LIBRARY COOPERATIVE LONG RANGE PLAN 2024-2028 AND ANNUAL PLAN OF SERVICE 2023-2024.

WHEREAS, the City of Clewiston, for and on behalf of Hendry County Library Cooperative, has been awarded a State Aid to Libraries Grant by the State of Florida, Department of State; and

WHEREAS, the Clewiston City Commission is the governing board for the Hendry County Library Cooperative; and

WHEREAS, the library system's governing board is required to approve a Long Range Plan and an Annual Plan of Service to receive the State Aid to Libraries Grant; and

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

SECTION 1. The attached Hendry County Library Cooperative Long Range Plan 2024-2028 and Annual Plan of Service 2023-2024 are hereby approved.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of September 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

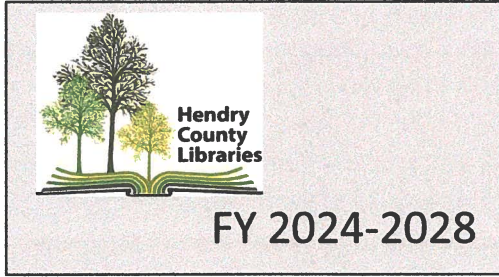
Mary K. Combass, City Clerk

James Pittman, Mayor

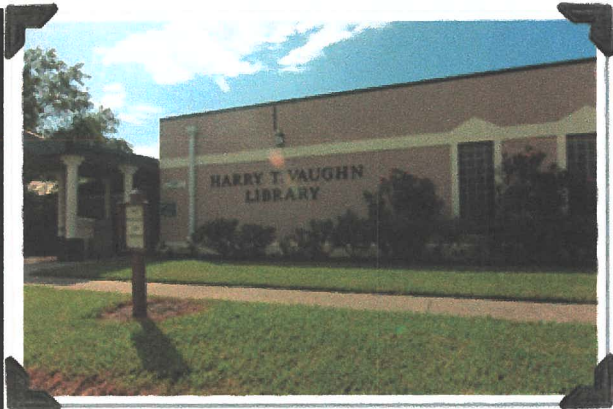
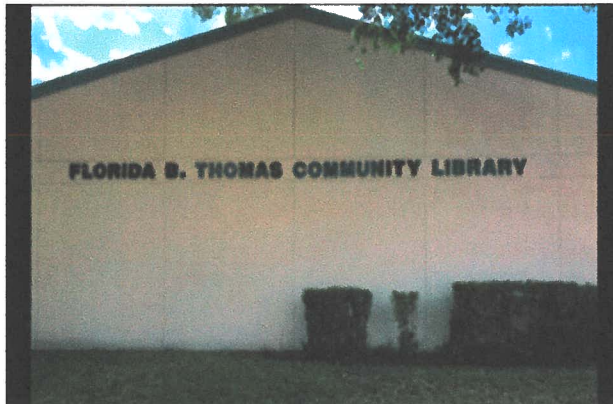
(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney



Hendry County Library Cooperative Long-Range Plan



www.hendrylibraries.org

Hendry County Library Governing Board

Clewiston City Commission

James Pittman, Mayor
Greg Thompson, Vice Mayor
Barbara Edmonds, Commissioner
Mali Gardner, Commissioner
Hillary Hyslope, Commissioner

Hendry County Library Cooperative Board

Toni Couse, President
Patrick Bridwell, Vice President
Jackie Espinoza, City of Clewiston Representative/Secretary
Carol Rushing, County Representative
Natasha Hayes, Cooperative Director
Nicole Hellard, Barron Library Director
Priscilla Brown, Florida B. Thomas Library Director

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Acknowledgements

The Library Governing Board extends their appreciation to the staff of the Hendry County Library Cooperative as well as the Library Cooperative Board for devising this long-range plan. This plan will provide the community with a clear, concise outline for which the libraries will execute in order to serve the communities.

Approval and Adoption

The Hendry County Library Cooperative Board approved and adopted this long-range plan at their meeting on [Date].

James Pittman, Mayor

About the Hendry County Library Cooperative

History of the Hendry County Library System

The Hendry County Library System consisted of two local libraries, the Clewiston Public Library located in Clewiston, Florida and the Labelle Free Public (Barron) Library located in Labelle, Florida. This library system began obtaining the State of Florida State Aid for Libraries in 1977 (fiscal year 1977-78). Upon obtaining the interest from another local library, the Florida B. Thomas Library, they joined the currently established library system in the year 2000. This library is located in the Community of Harlem which lies adjacent to the City of Clewiston. The Florida B. Thomas Library was previously known as the Harlem Community Library. Due to State guidelines and the addition of a third library location, the Hendry County Library System elected to change their name in 2004 to the Hendry County Library Cooperative along with creating and executing the first Interlocal Agreement between the three libraries.

Each library within the Cooperative is governed separately. The Clewiston Public Library is a department of the City of Clewiston. The Florida B. Thomas Community Library is a department within Hendry County and therefore governed by the Hendry County Board of County Commissioners. The LaBelle Free Public (Barron) Library is governed by its own local Board of Directors. Although all three libraries are governed independently, the Interlocal Agreement depicts the requirements which each library adheres to and follows in order to qualify for the State of Florida Annual Grant. The grant funds, once received, are divided amongst the three libraries and utilized for various purchases throughout the fiscal year. The amount of State Aid funds received annually is based on the Cooperative's local library expenditures.

The Interlocal Agreement also stipulates that The City of Clewiston is responsible for employing the Single Administrative Head, the employee responsible for completing and executing the annual State Aid Grant Application. This employee per State of Florida Grant Guidelines must possess an ALA accredited Master's Degree in Library and Information Science. Along with being the Single Administrative Head for grant purposes, this employee will be the Clewiston Public Library Director. The SAH (Single Administrative Head)/Clewiston Library Director along with the Florida B. Thomas Library Director, and Barron Library Director ensures that their library locations are managed properly and independently as their governing boards require.

Another stipulation depicted in the Interlocal Agreement describes how each library is required to have their own local library advisory boards. This allows each library to function independently of each other as well as ensure their collections and programs are geared towards the needs of their own local communities. Although each library has their own local board, the Interlocal Agreement describes how the Hendry County Library Cooperative Committee shall be formed:

“A Cooperative Advisory Committee will be established to serve the Hendry County Library Cooperative. This Committee will consist of one member selected by the Clewiston City Commission, one member selected by the Hendry County Board of County Commissioners, and one member selected by each of the participating member libraries' advisory board.”

With having representation from each local library advisory board, each library's Director (serves as ex-officio, non-voting members), along with a local City and County appointee, the Cooperative Committee/Board is responsible for:

- Participating in the development of the Cooperative’s Long Range Plan for presentation and approval by the Governing Board.
- Advising on the Cooperative’s annual operating and capital budget
- Advising, creating, and voting for the Cooperative’s Annual Plan of Service, policies and procedures along with any other need which the libraries encounter.
- Recommending and implementing library projects and programs amongst participating libraries

Library Locations

The Hendry County Library Cooperative consists of three libraries located throughout Hendry County, Florida.

Clewiston Public Library 120 W. Osceola Ave. Clewiston, FL 33440 863-983-1493	Florida B. Thomas Library 1010 J Harlem Academy Ave. Clewiston, FL 33440 863-902-3322	Labelle Free Public (Barron) Library 461 N. Main Street Labelle, FL 33935 863-675-0833
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Each library’s demographics vary by location. With such differences amongst the county, it is imperative that each library advisory board and Library Director meet routinely in order to plan programs tailored to the community they serve. Each library branch is different as far as collections, programs, hours of service, and space. The square footage of each location is as follows:

- Clewiston Library 14,300 sq. ft.
- Labelle (Barron) Library 4,500 sq. ft.
- Florida B. Thomas Library 12,157 sq. ft.

County Demographics

Hendry County, an agricultural community set on the banks of Lake Okeechobee, reflects a broad, strong, diverse community. According to the 2020 U.S. Census, Hendry County’s population is 39,619:

Age/Sex	Percent
• Persons under 5 years of age	7%
• Persons under 18 years of age	26.7%
• Persons 65 years of age and over	13.7%
• Female persons	47.1%

Race & Hispanic Origin	Percent
• Black or African American alone	12.1%
• American Indian/Alaska Native alone	2.1%
• Native Hawaiian/other Pacific Islander alone	0.2%
• Two or More Races	2.2%
• Hispanic or Latino	56.5%
• White alone, not Hispanic or Latino	29.8%

Additional statistics reflected in the 2020 Census indicate that individuals who have obtained their high school diploma (equivalent) or higher education constitute for 69.1% compared to 88.5% of the total Florida population. As of the 2021-22 school year, Hendry County is home to 6 elementary schools, 2 middle, 2 high, 2 schools, and 3 private schools. Hendry County also provides higher education degrees/technical certifications through Hendry County Schools Workforce Development which offers dual enrollment opportunities as well as an adult school which focuses on the following fields: Diesel Technology, Welding, CNA Nurse, H.V.A.C., English, GED, 911 Telecom, Career & Tech Ed, along with CDL Driving. One can also find a local FSW (Florida Southwestern State College) campus which is located in Labelle and their main campus being located in Fort Myers.

Per capita income for Hendry County was \$20,122 while the State per capita was noted to be \$32,848. This is an increase from the statistics in the 2010 Census which shown Hendry County's per capita to be \$14,734, a difference of \$5,388.00. Hendry County is home to large agricultural employers such as U.S. Sugar, A. Duda and Sons, as well as Alico, Inc. Other employers include Hendry County, Hendry County Hospital Authority, the City of Clewiston, the Seminole Tribe of Florida, and the City of LaBelle. Another employer in Hendry County that has gained a lot of press and attention is the Airglades International Airport.

Mission Statement

The mission of the Hendry County Library Cooperative is to provide its citizens with access to materials and information for work, school, and personal life that are both educational and entertaining.

Vision Statement

Our vision is to make our public libraries indispensable throughout Hendry County with the provision of comprehensive resources, quality programming, and excellent customer service.

Goals and Objectives

GOAL 1

Staff will continue to have internet access to the digital world to ensure that they can take advantage of the ever-growing resources and services available through the Internet and online catalog. Ensure staff workstations and patrons computer stations are fully functioning for ease of use.

Objectives

- Investigate new PC Management software/companies that will allow ease of access for patrons and staff as well as upgrade computer equipment
- 1.2. Review links and refresh website monthly to stay relevant to users
- 1.3 Monitor and develop plan to increase usage of the website to ensure links are active 98% of the time.
- 1.4. Apply for increased funding, through E-rate, to cover cost of internal connections for advanced technology

- 1.5. Continue to follow computer stations refresher plan to assess replacement needs; maintain staff and public access computer stations continuously.
- 1.6. Explore the feasibility of allowing patrons to print from home and pick up printed material from a library of their choosing.

GOAL 2

Young children (under age five) will have programs and services designed to ensure that they will enter school ready to read, write and listen.

Objectives:

- 2.1. Continue to increase the use of early literacy programs and services for children under age five, using books, computers and story programs.
- 2.2. Advertise, through media outlets outside of the Library, the availability of services and programs that help develop cognitive skills of children under age five.
- 2.3. All libraries will have programs and/or resources that support early literacy for children under the age of three, through outreach to daycares, workshops or classes for caregivers, early literacy kits, or a Lap-sit/Toddler Time. SWFLN would be a great training facility for such.
- 2.4. Update the Early Literacy Stations with new games and learning program to attract use by parents and young children.
- 2.5. Annually, survey the level of impact programs have upon young children through participation surveys completed by the parent or caregiver.
- 2.6. Support the creation of child-friendly play spaces through the purchase or donation of toys and items that encourage imaginative play.

GOAL 3

Children will have materials and programs that stimulate their imaginations and provide pleasurable reading, viewing and listening experiences.

Objectives

- 3.1. Record, promote, view and share story times, crafts, finger plays, flannel board activities and action songs using current media options via streaming video for those without transportation to the Library and to supplement library-based programming.
- 3.2. Annually, increase number of children (ages 5-12), by 5% to carry and use a library card by promoting library card sign-up during summer reading programs, the Back to School Boot Camp, homework assistance, and all library programs with special emphasis during the month of September.
- 3.3. Increase outreach programs at daycares and schools throughout Hendry County.
- 3.4. Partner with community groups for shared events, programs, and training.
- 3.5. Annually, embrace new learning and entertainment technologies that appeal to children, and develop training and instructional programs in those technologies for both Library staff and users.
- 3.6. Annually, survey the level of impact programs have upon children through participation surveys completed by the parents, children and/or caregivers.

GOAL 4

Teens will have materials and programs that respond to their current interests and provide pleasurable reading, viewing and listening experiences.

Objectives

- 4.1. Monthly, Librarians at each location will add new Young Adult titles
- 4.2. Establish a joint teen advisory council composed of one or more teens from each branch to assist Librarians in developing programs of interest to teens.
- 4.3. Annually, survey teen Library users to determine level of satisfaction with new programs, materials and services.
- 4.4. Annually, a minimum of 70% of teens surveyed will indicate that they found something good to read, listen to or view at the Library.
- 4.5. Annually, a minimum of 70% of teens attending a Library sponsored or co-sponsored program will evaluate the program as very good or excellent.
- 4.6. Annually, embrace new learning and entertainment technologies that appeal to teens and develop training and instruction programs in those technologies for both Library staff and Library users.

GOAL 5

Children and teens will have the books, media and digital resources they need to satisfy their curiosity and explore topics of personal interest.

Objectives

- 5.1. Continue to review new, visually attractive digital resources for potential acquisition.
- 5.2. Attend programs outside of the library that appeal to teens and conduct demonstrations of children's and teen-oriented digital resources at parent/teacher association meetings, homeschool group meetings and other venues including the Library, in order to make the citizens of Hendry County aware of the resources available to them.
- 5.3. Demonstrate digital resources to teen advisory council (See objective 4.2.) and document the council's opinions of the resources.
- 5.4. Annually, a minimum of 70% of children surveyed who were looking for information or materials to explore a topic of personal interest will indicate that they found something of interest to them.
- 5.5. Annually, a minimum of 70% of teens surveyed who were looking for information or materials to explore a topic of personal interest will indicate that they found something of interest to them.
- 5.6. Annually, a minimum of 70% of teens surveyed who were looking for information or materials to explore a topic of personal interest will indicate the Library's collection was very good or excellent.
- 5.7. Provide current and accessible content for children and teens in a variety of formats and multiple reading levels.
- 5.8. Continue to expand children's and teen collections in manga, graphic novels, and trending topics related to race, gender, and identity.
- 5.9. Identify high interest or well-used materials that need updating or replacement due to being an incomplete collection, damaged, lost, or missing status.

GOAL 6

Children and teens will have the resources they need to succeed in school.

Objectives

- 6.1. Continue partnerships with other learning institutions that have been developed (elementary, middle and high schools) to assist Library users with assignments, projects and encourage a better

understanding of how to use the Library for school and recreation; to include a parent's night at the library teaching parents how to help their children with PowerPoint and Google Classroom.

- 6.2. Annually, Library staff will develop and present a Back to School Boot Camp, explaining homework assistance services, databases and computer applications to school-age children in Hendry County.
- 6.3. Annually, work with retired teachers and other volunteers to continue homework assistance services in all subject areas for school-age children.
- 6.4. Develop targeted resources, programming, and gathering spaces for the growing needs of homeschoolers (of all ages) and their families.

GOAL 7

Adults will have the resources they need to explore topics of personal interest and continue to learn throughout their lives

Objectives

- 7.1. Annually, a minimum of 70% of adults surveyed who were looking for information or materials to explore a topic of personal interest will indicate they found something of interest to them, and that these resources were very good or excellent.
- 7.2. A minimum of 70% of adults who attended a program sponsored by the Library will evaluate the programs as very good or excellent.
- 7.3. Continue to maintain a high level of materials, programs, and digital resources of general interest to adults that will enhance the Library's current offerings to support their need for life-long learning.
- 7.4. Due to the ongoing COVID-19 pandemic, the Library will continue to focus on adding digital options for patrons who wish to attend programs remotely. Recording presentations, streaming events, etc. will be encouraged
- 7.5. Annually, all locations of the Library will survey their Library users to ascertain current topics of personal interest around which to build the next year's adult informational program offerings.

GOAL 8

Adults will enjoy a wide variety of new and popular materials available when and where they want them.

Objectives

- 8.1. Annually, develop and implement new and innovative exhibits that will engage adult Library users.
- 8.2. Annually, develop and implement service satisfaction surveys that will provide the Library staff with new ideas and a new approach to meeting needs of the adult Library user.
- 8.3. Implement a plan to reach non-Library users to determine the kind of programming and information required to ensure their usage of the Library.
- 8.4. A minimum of 70% of adults surveyed will indicate that they found something good to read, listen to or view at the Library.
- 8.5. Annually, pursue grant funding that will assist the Library in presenting new programs for the adult Library user.
- 8.6. Continue to acquire a diverse selection of downloadable materials and instruct new Library users on how to use them on various devices.
- 8.7. Annually, embrace new learning and entertainment technologies to stay abreast of public interests and develop training and instruction programs in those technologies for both Library staff and Library users.

GOAL 9

The Library will offer facilities that create and encourage ownership in the hearts and minds of all Library users.

Objectives

- 9.1. Establish and create thriving, comfortable and inviting public meeting spaces for people to gather and share information at each library location.
- 9.2. Continue to encourage the use of meeting spaces by sponsoring Library programs and co-sponsoring programs in the public spaces.
- 9.3. Continue to encourage and invite clubs and other organizations to convene their monthly meetings in each location of the Library.
- 9.4. Develop a plan to make all facilities visually attractive and welcoming.
- 9.5. All library locations will conduct surveys to determine the effectiveness of library-sponsored programs and events; develop a methodology to capture survey data across the Library system.

GOAL 10

The Library will foster a positive culture that recognizes the value of a diverse, thoughtful, creative and engaged staff, resulting in quality employees and high retention.

Objectives

- 10.1. In recruiting for diversity, advertise available positions to library associations and library organizations that represent diversity, as well as at institutions like HBCUs and civil rights organizations.
- 10.2. Include a statement of commitment to diversity when advertising available positions.
- Create a Diversity Action Plan, which outlines the Library's policies and guidelines, intended to assist the Library in complying with federal, state and city statutes and regulations.
- 10.3. Encourage staff participation in state, regional, and national library organizations and conferences.
- 10.4. Encourage staff to identify areas of interest for professional development and training opportunities.
- 10.5. Provide opportunities and point to resources for staff to advance their education, including tuition reimbursement and grants from the Southwest Florida Library Network, the Florida Library Association, American Library Association, and other organizations.
- 10.6. Continue to prepare, approve, and implement new/updated library policies and procedures as needed for all locations

- **Hendry County Library Cooperative**
Annual Plan of Service 2023-2024

Among the requirements for the State Aid to Libraries grant is a Long Range Plan and an Annual Plan of Service that are approved by the library system's governing board. A Long Range Plan for 2024-2028 was adopted by the Hendry County Library Cooperative Governing Board. That plan included ten goals. Those goals are listed below, followed by the objectives/activities that support each goal.

GOAL 1

Staff will continue to have internet access to the digital world to ensure that they can take advantage of the ever-growing resources and services available through the Internet and online catalog. Ensure staff workstations and patrons computer stations are fully functioning for ease of use.

Objectives

- Investigate new PC Management software/companies that will allow ease of access for patrons and staff as well as upgrade computer equipment-Cooperative Director
- Review links and refresh website monthly to stay relevant to users-Staff
- Monitor and develop plan to increase usage of the website to ensure links are active 98% of the time-Directors
- Apply for increased funding, through E-rate, to cover cost of internal connections for advanced technology-Cooperative Director
- Continue to follow computer stations refresher plan to assess replacement needs; maintain staff and public access computer stations continuously-Staff
- Explore the feasibility of allowing patrons to print from home and pick up printed material from a library of their choosing-Cooperative Director

GOAL 2

Young children (under age five) will have programs and services designed to ensure that they will enter school ready to read, write and listen.

Objectives:

- Continue to increase the use of early literacy programs and services for children under age five, using books, computers and story programs-Directors
- Advertise, through media outlets outside of the Library, the availability of services and programs that help develop cognitive skills of children under age five-Staff
- All libraries will have programs and/or resources that support early literacy for children under the age of three, through outreach to daycares, workshops or classes for caregivers, early literacy kits, or a Lap-sit/Toddler Time. SWFLN would be a great training facility for such-Directors
- Update the Early Literacy Stations with new games and learning program to attract use by parents and young children-Directors
- Support the creation of child-friendly play spaces through the purchase or donation of toys and items that encourage imaginative play-Staff

GOAL 3

Children will have materials and programs that stimulate their imaginations and provide pleasurable reading, viewing and listening experiences.

Objectives

- Record, promote, view and share story times, crafts, finger plays, flannel board activities and action songs using current media options via streaming video for those without transportation to the Library and to supplement library-based programming-Directors
- Annually, increase number of children (ages 5-12), by 5% to carry and use a library card by promoting library card sign-up during summer reading programs, the Back to School Boot Camp, homework assistance, and all library programs with special emphasis during the month of September-Directors
- Increase outreach programs at daycares and schools throughout Hendry County-Directors
- Partner with community groups for shared events, programs, and training-Directors
- Annually, embrace new learning and entertainment technologies that appeal to children, and develop training and instructional programs in those technologies for both Library staff and users-Staff
- Annually, survey the level of impact programs have upon children through participation surveys completed by the parents, children and/or caregivers-Directors

GOAL 4

Teens will have materials and programs that respond to their current interests and provide pleasurable reading, viewing and listening experiences.

Objectives

- Monthly, Librarians at each location will add new Young Adult titles-Directors
- Establish a joint teen advisory council composed of one or more teens from each branch to assist Librarians in developing programs of interest to teens-Staff
- Annually, survey teen Library users to determine level of satisfaction with new programs, materials and services-Directors
- Annually, embrace new learning and entertainment technologies that appeal to teens and develop training and instruction programs in those technologies for both Library staff and Library users-Staff

GOAL 5

Children and teens will have the books, media and digital resources they need to satisfy their curiosity and explore topics of personal interest.

Objectives

- Continue to review new, visually attractive digital resources for potential acquisition-Directors
- Attend programs outside of the library that appeal to teens and conduct demonstrations of children's and teen-oriented digital resources at parent/teacher association meetings, homeschool group meetings and other venues including the Library, in order to make the citizens of Hendry County aware of the resources available to them-All

- Provide current and accessible content for children and teens in a variety of formats and multiple reading levels-Directors
- Continue to expand children's and teen collections in manga, graphic novels, and trending topics related to race, gender, and identity-Directors
- Identify high interest or well-used materials that need updating or replacement due to being an incomplete collection, damaged, lost, or missing status-Staff

GOAL 6

Children and teens will have the resources they need to succeed in school.

Objectives

- Continue partnerships with other learning institutions that have been developed (elementary, middle and high schools) to assist Library users with assignments, projects and encourage a better understanding of how to use the Library for school and recreation; to include a parent's night at the library teaching parents how to help their children with PowerPoint and Google Classroom-Staff
- Annually, Library staff will develop and present a Back to School Boot Camp, explaining homework assistance services, databases and computer applications to school-age children in Hendry County-All
- Annually, work with retired teachers and other volunteers to continue homework assistance services in all subject areas for school-age children-All
- Develop targeted resources, programming, and gathering spaces for the growing needs of homeschoolers (of all ages) and their families-Staff

GOAL 7

Adults will have the resources they need to explore topics of personal interest and continue to learn throughout their lives

Objectives

- Continue to maintain a high level of materials, programs, and digital resources of general interest to adults that will enhance the Library's current offerings to support their need for life-long learning-Directors
- Due to the lingering hesitation from patrons regarding the COVID-19 pandemic, the Library will continue to offer digital options for patrons who wish to attend programs remotely. Recording presentations, streaming events, etc. will be encouraged-Staff

GOAL 8

Adults will enjoy a wide variety of new and popular materials available when and where they want them.

Objectives

- Annually, develop and implement new and innovative exhibits that will engage adult Library users-Staff
- Annually, develop and implement service satisfaction surveys that will provide the Library staff with new ideas and a new approach to meeting needs of the adult Library user-Staff

- Implement a plan to reach non-Library users to determine the kind of programming and information required to ensure their usage of the Library-Staff
- Annually, pursue grant funding that will assist the Library in presenting new programs for the adult Library user-Cooperative Director
- Continue to acquire a diverse selection of downloadable materials and instruct new Library users on how to use them on various devices-Directors
- Annually, embrace new learning and entertainment technologies to stay abreast of public interests and develop training and instruction programs in those technologies for both Library staff and Library users-Staff

GOAL 9

The Library will offer facilities that create and encourage ownership in the hearts and minds of all Library users.

Objectives

- Establish and create thriving, comfortable and inviting public meeting spaces for people to gather and share information at each library location-All
- Continue to encourage the use of meeting spaces by sponsoring Library programs and co-sponsoring programs in the public spaces-All
- Continue to encourage and invite clubs and other organizations to convene their monthly meetings in each location of the Library-All
- Develop a plan to make all facilities visually attractive and welcoming-All

GOAL 10

The Library will foster a positive culture that recognizes the value of a diverse, thoughtful, creative and engaged staff, resulting in quality employees and high retention.

Objectives

- In recruiting for diversity, advertise available positions to library associations and library organizations that represent diversity, as well as at institutions like HBCUs and civil rights organizations-Directors
- Include a statement of commitment to diversity when advertising available positions-Directors
- Encourage staff participation in state, regional, and national library organizations and conferences-All
- Encourage staff to identify areas of interest for professional development and training opportunities-All
- Provide opportunities and point to resources for staff to advance their education, including tuition reimbursement and grants from the Southwest Florida Library Network, the Florida Library Association, American Library Association, and other organizations-Directors
- Continue to prepare, approve, and implement new/updated library policies and procedures as needed for all locations-Directors

Legend:

Staff: Any library staff member or combination of staff members can do this
 Cooperative Director: Natasha Hayes
 Directors: Natasha Hayes, Clewiston Public Library

Harlem:	Nicole Hellard, Barron Library
Labelle:	Priscilla Brown, Florida B. Thomas Community Library
Clewiston:	Florida B Thomas Community Library
All:	Barron Library
	Clewiston Library
	All three libraries

Subject to approval by City of Clewiston City Commissioners, governing board for the Hendry County Library Cooperative.

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT C
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-080

- 1. Background/History:** Resolution No. 2023-080 approves the State Aid to Libraries Grant Agreement and Certification of Hours, Free Library Service and Access to Materials between the State of Florida, Department of State and the City of Clewiston for and on behalf of the Hendry County Library Cooperative.
- 2. Financial Impact:** \$156,363 (estimated amount for library cooperative)
- 3. Attachments:**
 - a. Resolution No. 2023-080
 - b. State Aid to Libraries Grant Agreement
 - c. Certification of Hours, Free Library Service and Access to Materials
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-080.

RESOLUTION NO. 2023-080

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE STATE AID TO LIBRARIES GRANT AGREEMENT AND CERTIFICATION OF HOURS, FREE LIBRARY SERVICE AND ACCESS TO MATERIALS BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND CITY OF CLEWISTON FOR AND ON BEHALF OF HENDRY COUNTY LIBRARY COOPERATIVE.

WHEREAS, the City of Clewiston for and on behalf of Hendry County Library Cooperative has been awarded a State Aid to Libraries Grant by the State of Florida, Department of State; and

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

SECTION 1. The attached State Aid to Libraries Grant Agreement and Certification of Hours, Free Library Service and Access to Materials is hereby approved.

SECTION 2. The Mayor is authorized and directed to sign the State Aid to Libraries Grant Agreement and Certification of Hours, Free Library Service and Access to Materials.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of September, 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 AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

City of Clewiston for and on behalf of Hendry County Library Cooperative

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Clewiston for and on behalf of Hendry County Library Cooperative, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) **The Grantee shall perform the following Scope of Work:**

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2021 - September 30, 2022.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2021 through June 30, 2024. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) **The Grantee agrees to provide the following Deliverables related to the Scope of Work for payments to be awarded.**

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2021 through June 30, 2024.
The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2021 - September 30, 2022;
 - o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2021 - September 30, 2022 only;
 - o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
 - o Provide the Certification of Credentials for the Single Administrative Head; and
 - o Provide a Certification of Hours, Free Library Service and Access to Materials.
- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).
2. **Length of Agreement.** This Agreement covers the period of October 1, 2021 to June 30, 2024, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2021) and concludes with the end of the State of Florida's current fiscal year (June 30, 2024).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2021 – September 30, 2022) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
 Florida Department of State
 R.A. Gray Building
 Mail Station # 9D
 500 South Bronough Street
 Tallahassee, FL 32399-0250
 Phone: 850.245.6620
 Email: thomas.pena@dos.myflorida.com

For the Grantee:

Natasha Hayes
 Hendry County Library Cooperative
 120 West Osceola Avenue Clewiston Florida 33440

Phone: 863.983.1493

Email: natasha.hayes@clewiston-fl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-ai-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [fvendor.myfloridacfo.com](https://vendor.myfloridacfo.com). A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."
10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peffa, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the

Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party, nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this

Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2023-24 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

James Pittman, Mayor

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2023-24 State Aid to Libraries Final Grants

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The City of Clewiston, governing body for the Hendry County Library Cooperative hereby certifies that the following statements are true for the time period October 1, 2021 through June 30, 2024:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

James Pittman

Name (Typed)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2024 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The City of Clewiston governing body for Hendry County Library Cooperative

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

We further certify that the amount listed below does not include funds received from the federal government, funds received from state government, or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program


Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2021 and September 30, 2022:

\$587,190

SIGNATURES



Library Finance Manager



Single Library Administrative Head

Shari Howell

Typed Name

Natasha H. Hayes

Typed Name

9/14/2023

Date

9.8.2023

Date

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT D
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-081

- 1. Background/History:** Resolution No. 2023-081 approves the use of funds through the Edward Byrne Memorial JAG Program. The City of Clewiston's FY 2023 share of funds amounts to \$6,093.50.

The Police Department intends to use the funds obtained through this grant to purchase 1 Safekeeper Forensic Evidence Drying Cabinet, start-up kit, disinfectant, tamper proof seals and assorted replacement filers from Air Science under GSA Contract # GS-07F5832P. The total project budget is \$6,089.86.

- 2. Financial Impact:** None – grant funded
- 3. Attachments:**
 - a. Resolution No. 2023-081
 - b. Edward Byrne Memorial JAG Program Budget Narrative
 - c. Product Quote
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-081

RESOLUTION 2023-081

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE USE OF FUNDS IN THE AMOUNT OF \$6,089.86 THROUGH THE FY 2023 COUNTY-WIDE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE CLEWISTON POLICE DEPARTMENT INITIATIVE OF IMPROVING EVIDENCE PRESERVATION TECHNOLOGIES.

WHEREAS, the City of Clewiston Police Department is the primary law enforcement authority for the City of Clewiston, Hendry County, Florida; and

WHEREAS, the Clewiston Police Department’s Initiative of Improving Evidence Preservation Technologies is an ongoing effort of modernizing and enhancing the collection, documentation and preservation of evidence being handled by the Clewiston Police Department Evidence Custodian; and

WHEREAS, the Clewiston Police Department wishes to use funds in the amount of \$6,089.86 obtained through the Edward Byrne Memorial JAG Program to purchase materials for improving its evidence preservation technologies from Air Science pursuant to Quotation Number SAF-002GSA dated August 21,2023, utilizing GSA Contract Number GS-07F5832P.

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

SECTION 1. The City Commission authorizes the use of funds in the amount of \$6,089.86 obtained through the Edward Byrne Memorial JAG Program to purchase materials for its initiative of improving evidence preservation technologies from Air Science pursuant to Quotation Number SAF-002GSA dated August 21, 2023, utilizing GSA Contract Number GS-07F5832P.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of September, 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

Project Title: JAG-Local

Project Goals:

Clewiston Police Department (CPD)

The Clewiston Police Department is the primary law enforcement authority for the City of Clewiston, Hendry County, Florida. Clewiston is a 4.68 square mile rural community located 60 miles west of West Palm Beach, Florida and 60 miles east of Fort Myers, Florida, with a residential population of 7,376 (City-data.com).

- The City of Clewiston seeks to utilize the Federal Fiscal Year 2022 Justice Assistance Grant (JAG-Countywide) Program to continue our ongoing initiative of improving evidence preservation technologies with the City’s Police Department. This project is an ongoing part of modernizing and enhancing the collection, documentation and preservation of evidence being handled by our Evidence Custodian. This purchase will allow the City of Clewiston Police Department to protect personnel from the odors and particulates generated with the drying and decay of organic matter occurs from crime scene evidence.

Strategies:

- The City of Clewiston will assign a project manager that will oversee the purchasing of the maintenance contract, equipment and training, in compliance with grant guidelines and procurement standards.

Project Identifiers

- Purchase of a Safekeeper Forensic Evidence Drying Cabinet, start-up kit, disinfectant, tamper proof seals and assorted replacement filers from AirScience under GSA Contract # GS-07F5832P.

Budget Narrative:

The City of Clewiston Police Department intends to use the funds obtained through this grant to purchase a Safekeeper Forensic Evidence Cabinet designed to protect personnel from the odors and particulates generated with the drying and decay of organic matter. Single piece construction (no fiberglass liner which can crack and generate microbiological growth), and metal door with tempered glass insert, key locked with tamper proof seals, low airflow alarm, high velocity (low noise) brushless centrifugal fan, electronic elapse run time counter to track evidence drying time and unit run time.

FDC-006-A-UV-MONP-LED	36”W single chamber, 115v	\$ 4,180.86
STARTKIT-FDC	Start-up kit	\$ 125.00
OT-Cavicide	disinfectant, case of 12 bottles	\$ 168.00
P595-TAMPER-B	Tamper proof seals, box of 250	\$ 285.00

ASTM-PRF	Replacement pre-filter, pack of 6	\$ 187x2=\$374
ASTM-001H	Replacement carbon filter	\$ 324
MIS10-030H	Replacement HEPA filter	\$ 325
	Sub-total	\$5,781.86
	Freight to Clewiston, FL w/lift gate	\$ 308.00
	Total	\$6,089.86

All amounts over the approved Grant Funding will be covered by internal Police Department funding methods.

August 21, 2023
 Quote # SAF-002GSA
 GS075832P



QTY DESCRIPTION

UNIT PRICE (USD)

Safekeeper™ Forensic Evidence Cabinet:

Designed to protect personnel from the odors and particulates generated with the drying and decay of organic matter. No rust POLYPRO single piece construction (no fiberglass liner which can crack and generate microbiological growth), and metal door with tempered glass insert, key locked with tamper proof seals, Low airflow alarm, High velocity (low noise) brushless and sparkless Centrifugal fan, electronic elapse run time counter to track evidence drying time and unit run time, 110-120VAC 60HZ or 230VAC 50HZ, Easy installation with no additional costs. 5 Foot Wide cabinets have two doors. Double units have two separate drying compartments.

FDC-006-A-UV-MONP-LED 36"W single chamber, 115v \$ 4,180.86

Each unit includes:

- First set of filters (carbon, HEPA, and pre-filters)
- Removable hanging rod
- Removable perforated shelving (3 per chamber)
- Manual washdown package (hoses, spray nozzle, drain pump)
- Germicidal UV lamp
- Monitair microprocessor controller
- Task lighting

Optional accessories (open market)

STARTKIT-FDC	Start-up kit	\$ 125
OT-Cavicide	disinfectant, case of 12 bottles	\$ 168
P595-TAMPER-B	Tamper proof seals, box of 250	\$ 285
ASTM-PRF	Replacement pre-filter, pack of 6	\$ 187x2=\$374
ASTM-001H	Replacement carbon filter	\$ 324
MIS10-030H	Replacement HEPA filter	\$ 325

Sub-total \$5,781.86

Freight to Clewiston, FL w/lift gate \$308.00

Total \$6,089.86

Estimated lead time is 12 weeks ARO

STANDARD TERMS & CONDITIONS

SHIPPING: FOB Fort Myers, FL. Items are shipped LTL freight and charges are prepaid and added to the invoice. Dock-to-dock only, lift gate truck and inside delivery extra fees apply.

WARRANTY: Please visit www.airscience.com/warranty for details.

TERMS: Prices do not include taxes, duties, or other fees. Offer valid 30 days from issuance. Please visit <https://www.airscience.com/terms> for full details. It is the responsibility of the customer to ensure this product complies with all relevant standards and local safety codes.

PO Box 62296 • Fort Myers • Florida • 33907 • Tel 800-306-0656 • Fax 800-306-0677
 Tax ID# 54-2089015; GSA Contract # GS-07F5832P
www.airscience.com



CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT E
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-082

1. **Background/History:** Resolution No. 2023-082 approves the Memorandum of Understanding (MOU) with the Palm Beach County Sheriff's Office South Florida Task Force for Burglary Apprehension and Vehicle Crimes Unit and approves the Chief of Police to sign the MOU on behalf of the City of Clewiston.

With recent vehicle burglaries and vehicle crimes in the City of Clewiston, this will not only authorize the sharing of information between agencies, but may bring task force resources into the City of Clewiston to assist in addressing these crimes.

2. **Financial Impact:** None
3. **Attachments:**
 - a. Resolution No. 2023-082
 - b. Memorandum of Understanding
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-.082

RESOLUTION NO. 2023-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE SOUTH FLORIDA TASK FORCE FOR BURGLARY APPREHENSION AND VEHICLE CRIMES UNIT AND THE CLEWISTON POLICE DEPARTMENT.

WHEREAS, the City of Clewiston Police Department is the primary law enforcement authority for the City of Clewiston; and

WHEREAS, the Clewiston Police Department responds to vehicle burglaries and vehicle crimes within the City of Clewiston; and

WHEREAS, the Clewiston Police Department desires to share information and work with the Palm Beach County Sheriff's Office South Florida Task Force for Burglary Apprehension and Vehicle Crimes Unit in addressing vehicle burglaries and vehicle crimes; and

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

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

SECTION 1. The attached Memorandum of Understanding between the Palm Beach County Sheriff's Office South Florida Task Force for Burglary Apprehension and Vehicle Crimes Unit and the Clewiston Police Department is approved.

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

PASSED AND ADOPTED in open session this 18th day of September, 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

MUTUAL AID AGREEMENT
SOUTH FLORIDA TASK FORCE
BURGLARY APPREHENSION AND VEHICLE CRIMES UNIT

W I T N E S S E T H

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

WHEREAS, the Subscribing Law Enforcement Agencies have the authority under section 23.12, Florida Statutes et. seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation across jurisdictional lines and establishing joint operations to combat law enforcement problems; and

WHEREAS, the participating Law Enforcement Agencies have identified a need to establish a multi-agency task force to address burglary offenses, auto theft, and related criminal activity occurring in South Florida.

NOW, THEREFORE, BE IT KNOWN that the undersigned parties, in consideration for mutual promises to render mutual aid, hereby agree as follows:

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

1.1. The Subscribing Law Enforcement Agencies (herein also referred to individually as as an "Assisting Agency" and set forth in **Attachment 1**) hereby approve and enter into this Mutual Aid Agreement (the "Agreement") whereby each may render law enforcement assistance to the other for the purposes of jointly addressing burglary offenses, auto theft, and related criminal activity which may cross over into Palm Beach County, Broward County, Miami-Dade County, Martin County and St. Lucie County, and into each participating agency's jurisdictional boundaries. In rendering law enforcement assistance, the Subscribing Law Enforcement Agencies will assign law enforcement officers as needed to the task force, in a joint effort to address such criminal activity.

1.2. In furtherance of such voluntary cooperation, each agency's officers assigned to this task force shall be authorized to provide such assistance in each other participating agency's respective County and/or jurisdictional boundaries and are authorized to take any and all necessary law enforcement action in the investigation, apprehension and arrest of individuals while involved in the task force operations in furtherance of this Agreement.

SECTION 2: COMMAND AND SUPERVISOR RESPONSIBILITY

2.1 The personnel and equipment that are assigned by the Assisting Agency Head shall be under the immediate control of a supervising officer of the Assisting Agency Head and the responsibility for the conduct of the task force members shall remain with their respective participating agency heads. The day-to-day operation and administrative control of the Task Force will be the responsibility of the Task Force Supervisors, one of which shall be appointed by the Palm Beach County Sheriff's Office, one appointed by the Broward County Sheriff's Office, and one appointed by the Miami-Dade Police Department. Participating agencies can and are encouraged to provide targets in their jurisdictions and each request will be evaluated and addressed on a priority basis by the Task Force Supervisors.

2.2 If a member of a subscribing law enforcement agency is involved in a "critical incident" as set forth in Palm Beach County Sheriff's Office General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this Agreement, the subscribing law enforcement agency and its member agrees to adhere to that General Order. See **Exhibit A**. Further, the subscribing law enforcement agency agrees that if one of their law enforcement officers is involved in a critical incident in Palm Beach County, the "involved" or "witness" officer will remain at the scene of the critical incident and comply with Palm Beach County Sheriff's Office General Order 522.00.

a. As to the Ft. Lauderdale Police Department only, the following shall apply in place of Section 2.2 above:

"If any member of the Fort Lauderdale Police Department is involved in, or is a witness to, a "critical incident" as defined in the Palm Beach County Sheriff's Office General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this Agreement, said member shall remain on scene until released by the investigating authority. Witness officers shall cooperate with the investigating agency. Involved officers shall cooperate with the investigating agency, as provided by law."

SECTION 3: CONFLICTS

3.1 Whenever a law enforcement officer is rendering assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure of the Assisting Agency is contradicted, contravened or otherwise in conflict with a direct order of a Task Force Supervisor, then such rule, regulation, policy, general order or procedure of the Assisting Agency shall control and shall supercede the direct order.

SECTION 4: HANDLING OF COMPLAINTS

4.1 Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the complaint shall be forwarded to the Task Force Supervisor or his/her designee who shall be responsible for the documentation of said complaint to ascertain at a minimum:

- a. The identity of the Complainant
- b. An address where the complaining party can be contacted
- c. The specific allegation
- d. The identity of the employees accused without regard as to agency affiliation

4.2 If it is determined that the accused is an employee of an Assisting Agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the Assisting Agency for review and any action that such agency deems appropriate.

SECTION 5: LIABILITY

5.1 Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Each agency further agrees to indemnify and hold harmless the other subscribing agency, its agents, appointees, employees, designees and representatives from any and all claims, demands, judgments, suits and verdicts, cause and causes of action relating to the actions of its own officers in the performance of this Agreement, subject to the provisions of Section 768.28, Florida Statutes.

SECTION 6: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 Under the terms of this Agreement, an employee of a Subscribing Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of the employee's jurisdictional limits, but in such areas as stated in this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which he/she is normally employed.

6.2 Each Subscribing Law Enforcement Agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

6.3 A political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

6.4 The Assisting Agency will pay the salary, benefits, overtime and other compensation to its Officers assigned to the task force, including any amounts paid or due for compensation due to personal injury or death while such Officer is engaged in rendering such assistance.

6.5 The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

SECTION 7: FORFEITURE

7.1 The Assisting Agency in whose jurisdiction property is seized will maintain the seized property and determine whether there is a good-faith basis to initiate forfeiture proceedings related to property seized by it in the course of the task force investigations relating to this Agreement.

7.2 In cases of overlapping jurisdiction between a County Assisting Agency and a Municipality Assisting Agency, the municipality shall be responsible for any forfeiture of seized property in accordance with Section 7.1, unless otherwise agreed to by the municipality and the county.

7.3 It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701, et. seq., Florida Statutes, may be seized. Any such property seized, and if forfeited and awarded, shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property including, but not limited to, the complete discretion to bring the action, to dismiss the action, or to settle, pursuant to the provision of the Florida Contraband Forfeiture Act.

SECTION 8: INSURANCE

8.1 Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided,

of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 9: EFFECTIVE DATE

9.1 This Agreement shall take effect upon execution and approval by the hereinafter named officials (the "effective date") and shall continue in full force and effect for a one year period unless terminated prior thereto by any or all of the parties herein. The prior Mutual Aid Agreement for the Burglary Apprehension Task Force, and its Addendums, shall cease to be in effect upon the effective date of this Agreement. Any individual agency may cancel their participation in this task force and terminate this agreement as to their agency upon thirty (30) days written notice to the other participating agencies. This Agreement will be automatically renewed for consecutive one year periods as to the participating agencies that have not provided a notice of termination as set forth herein.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

[Remainder of this page intentionally left blank]

**ATTACHMENT 1
Subscribing Law Enforcement Agencies**

**Aventura Police Department
Boca Raton Police Department
Boynton Beach Police Department
Broward County Sheriff's Office
Clewiston Police Department
Coral Gables Police Department
Coral Springs Police Department
Delray Beach Police Department
Florida Atlantic University Police Department
Ft. Lauderdale Police Department
Glades County Sheriff's Office
Hendry County Sheriff's Office
Hollywood Police Department
Homestead Police Department
Indian River County Sheriff's Office
Indian River Shores Public Safety
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Light House Point Police Department
North Miami Beach Police Department
North Palm Beach Police Department
Margate Police Department
Martin County Sheriff's Office
Miami Beach Police Department
Miami-Dade County Police Department
Miami Gardens Police Department
Glades County Sheriff's Office
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Stuart Police Department
Pembroke Pines Police Department
Plantation Police Department
Port Saint Lucie Police Department
Riviera Beach Police Department
St. Lucie County Sheriff's Office
Tequesta Police Department
West Palm Beach Police Department**

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PALM BEACH COUNTY SHERIFF'S OFFICE



Ric L. Bradshaw, Sheriff 7 Jul 2021
Date

BOCA RATON POLICE DEPARTMENT

Chief Michelle Miuccio Date

BOYNTON BEACH POLICE DEPARTMENT

Chief Joseph DeGiulio Date

BROWARD COUNTY SHERIFF'S OFFICE

Gregory Tony, Sheriff Date

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Terrence Lynch Date
General Counsel, Broward County Sheriff's Office


CORAL GABLES POLICE DEPARTMENT

Chief Edward J. Hudak Jr. Date

2021/07/07 10:17:17

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PALM BEACH COUNTY SHERIFF'S OFFICE



Ric L. Bradshaw, Sheriff 7 Jul 2021
Date

BOCA RATON POLICE DEPARTMENT

Chief Michelle Miuccio Date

BOYNTON BEACH POLICE DEPARTMENT



Chief Joseph DeGiulio 11.22.22
Date

BROWARD COUNTY SHERIFF'S OFFICE

Gregory Tony, Sheriff Date

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Terrence Lynch Date
General Counsel, Broward County Sheriff's Office

CORAL GABLES POLICE DEPARTMENT

Chief Edward J. Hudak Jr. Date

PALM BEACH COUNTY SHERIFF'S OFFICE

Ric L. Bradshaw, Sheriff Date

BOCA RATON POLICE DEPARTMENT

Michelle Miuccio 10/16/2020
Chief Michelle Miuccio Date

BOYNTON BEACH POLICE DEPARTMENT

Chief Michael G. Gregory Date

BROWARD COUNTY SHERIFF'S OFFICE

Gregory Tony, Sheriff Date

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Terrence Lynch Date
General Counsel, Broward County Sheriff's Office

CORAL GABLES POLICE DEPARTMENT

Chief Edward J. Hudak Jr. Date

PALM BEACH COUNTY SHERIFF'S OFFICE

Ric L. Bradshaw, Sheriff Date

BOCA RATON POLICE DEPARTMENT

Chief Michelle Miuccio Date

BOYNTON BEACH POLICE DEPARTMENT

Chief Michael G. Gregory Date

BROWARD COUNTY SHERIFF'S OFFICE

Gregory Tony 10/1/20

Gregory Tony, Sheriff Date

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: *Terrence Lynch* 10/1/20

Terrence Lynch Date
General Counsel, Broward County Sheriff's Office

CORAL GABLES POLICE DEPARTMENT

Chief Edward J. Hudak Jr. Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

CORAL SPRINGS POLICE DEPARTMENT

Clyde H. Parry 12/3/20
Chief Clyde Parry Date

DELRAY BEACH POLICE DEPARTMENT

Chief Javaro Sims Date

FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT

Chief Sean Brammer Date

FLORIDA HIGHWAY PATROL

Director Colonel Gene Spaulding Date

FORT LAUDERDALE POLICE DEPARTMENT

Chief Rick Maglione Date

City Manager Date


As to form:

Assistant City Attorney Date


CORAL SPRINGS POLICE DEPARTMENT

Chief Clyde Parry Date


DELRAY BEACH POLICE DEPARTMENT



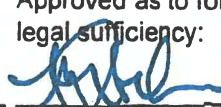
Chief Javaro Sims Date 8/21/20



Jennifer Alvarez, Interim City Manager Date 9/3/20

Attest:


Katerri Johnson
City Clerk

Approved as to form and
legal sufficiency:


Lynn Belin
City Attorney

FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT

Chief Sean Brammer Date

FLORIDA HIGHWAY PATROL

Director Colonel Gene Spaulding Date

FORT LAUDERDALE POLICE DEPARTMENT

Chief Rick Maglione Date

City Manager Date

As to form:

Assistant City Attorney Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force


CORAL SPRINGS POLICE DEPARTMENT

Chief Clyde Parry Date

DELRAY BEACH POLICE DEPARTMENT

Chief Javaro Sims Date

FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT



Chief Sean Brammer Date

12/2/2020

FLORIDA HIGHWAY PATROL

Director Colonel Gene Spaulding Date

FORT LAUDERDALE POLICE DEPARTMENT

Chief Rick Maglione Date

City Manager Date

As to form:

Assistant City Attorney Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

CORAL SPRINGS POLICE DEPARTMENT

Chief Clyde Parry Date

DELRAY BEACH POLICE DEPARTMENT

Chief Javaro Sims Date

FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT

Chief Sean Brammer Date

FLORIDA HIGHWAY PATROL

NOT PARTICIPATING

Director Colonel Gene Spaulding Date

FORT LAUDERDALE POLICE DEPARTMENT

SEE ATTACHED SIGNATURE PAGE

Chief Rick Maglione Date

City Manager Date

As to form:

Assistant City Attorney Date

MUTUAL AID AGREEMENT
SOUTH FLORIDA TASK FORCE
BURGLARY APPREHENSION AND VEHICLE CRIMES UNIT

FORT LAUDERDALE POLICE DEPARTMENT:



Karen Dietrich
Interim Chief of Police


9/17/20
Date



Christopher J. Lagerbloom
City Manager

0922 2020
Date

Approved as to form:

By: 

Bradley H. Weissman
Assistant City Attorney/ Police Legal Advisor

9/15/2020
Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

HOLLYWOOD POLICE DEPARTMENT

NOT PARTICIPATING

Chief Chris O'Brien

Date

JUNO BEACH POLICE DEPARTMENT

NOT PARTICIPATING

Chief Brian J. Smith

Date

JUPITER POLICE DEPARTMENT



Chief Daniel J. Kerr

8-25-2020

Date

JUPITER INLET COLONY POLICE DEPARTMENT

Chief John Pruitt

Date

LANTANA POLICE DEPARTMENT

Chief Clint Shannon

Date

LIGHTHOUSE POINT POLICE DEPARTMENT

Chief Ross Licata

Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

HOLLYWOOD POLICE DEPARTMENT

Chief Chris O'Brien Date

JUNO BEACH POLICE DEPARTMENT

Chief Brian J. Smith Date

JUPITER POLICE DEPARTMENT

Chief Daniel J. Kerr Date

JUPITER INLET COLONY POLICE DEPARTMENT

 10/5/2020

Chief John Pruitt Date

LANTANA POLICE DEPARTMENT

Chief Clint Shannon Date

LIGHTHOUSE POINT POLICE DEPARTMENT

Chief Ross Licata Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

HOLLYWOOD POLICE DEPARTMENT

Chief Chris O'Brien Date

JUNO BEACH POLICE DEPARTMENT

Chief Brian J. Smith Date

JUPITER POLICE DEPARTMENT

Chief Daniel J. Kerr Date

JUPITER INLET COLONY POLICE DEPARTMENT

Chief John Pruitt Date

LANTANA POLICE DEPARTMENT



Chief Sean Scheller Date 11/20/20

LIGHTHOUSE POINT POLICE DEPARTMENT

Chief Ross Licata Date

HOLLYWOOD POLICE DEPARTMENT

Chief Chris O'Brien Date

JUNO BEACH POLICE DEPARTMENT

Chief Brian J. Smith Date

JUPITER POLICE DEPARTMENT

Chief Daniel J. Kerr Date


JUPITER INLET COLONY POLICE DEPARTMENT

Chief John Pruitt Date

LANTANA POLICE DEPARTMENT

Chief Clint Shannon Date

LIGHTHOUSE POINT POLICE DEPARTMENT

 11/25/2020

Chief Ross Licata Date

MARGATE POLICE DEPARTMENT

Jonathan Shaw 09/04/2020
Chief Jonathan Shaw Date

[Signature] 9/14/2020
City Manager Date

Janet N. Smith 9/14/2020
City Attorney Date

MARTIN COUNTY SHERIFF'S OFFICE

William D. Snyder, Sheriff Date

MIAMI BEACH POLICE DEPARTMENT

Chief Richard Clements Date

MIAMI-DADE POLICE DEPARTMENT

Alfredo Ramirez III, Director Date

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date

MIAMI GARDENS POLICE DEPARTMENT

Chief Delma Noel-Pratt Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

MARGATE POLICE DEPARTMENT

Chief Jonathan Shaw Date

City Manager Date

City Attorney Date

MARTIN COUNTY SHERIFF'S OFFICE

William D. Snyder, Sheriff Date

MIAMI BEACH POLICE DEPARTMENT

Chief Richard Clements Date

MIAMI-DADE POLICE DEPARTMENT

[Signature]
Alfredo Ramirez III, Director Date *4/6/21*

MIAMI-DADE COUNTY

ATTEST:

[Signature]

County Clerk Date
Miami-Dade County, Florida

6/7/21

MIAMI-DADE COUNTY

[Signature]
Daniella Levine Cava, Mayor Date *6/4/21*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]

Assistant County Attorney Date
Miami-Dade County, Florida

5/27/21

MIAMI GARDENS POLICE DEPARTMENT

Chief Delma Noel-Pratt Date

City Manager Cameron D. Benson Date

City Attorney Sonja K. Dickens Date

City Clerk Mario Bataille Date



MARGATE POLICE DEPARTMENT

Chief Jonathan Shaw Date

City Manager Date

City Attorney Date

MARTIN COUNTY SHERIFF'S OFFICE

William D. Snyder, Sheriff Date

MIAMI BEACH POLICE DEPARTMENT

Chief Richard Clements Date


MIAMI-DADE POLICE DEPARTMENT

Alfredo Ramirez III, Director Date


MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date


MIAMI GARDENS POLICE DEPARTMENT

Dea 

Cameron D. Benson, City Manager 1/11/2021 Date



Chief Delma Noel-Pratt 1/5/2020 Date



Participating Agency
Attorney Sonja Dickens, City
Attorney

Attest:



Mario Bataille, City Clerk
City of Miami Gardens

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

NORTH PALM BEACH POLICE DEPARTMENT

Chief Richard Jenkins  9-28-20
Date

OCEAN RIDGE POLICE DEPARTMENT

Chief Hal Hutchins _____
Date

PALM BEACH POLICE DEPARTMENT

Chief Nicholas P. Caristo _____
Date

PALM BEACH GARDENS POLICE DEPARTMENT

Chief Clinton Shannon _____
Date

PALM SPRINGS POLICE DEPARTMENT

Chief Bryan Reyes _____
Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

NORTH PALM BEACH POLICE DEPARTMENT

Chief Richard Jenkins Date

OCEAN RIDGE POLICE DEPARTMENT



Chief Hal Hutchins Date 11/23/2020

PALM BEACH POLICE DEPARTMENT

Chief Nicholas P. Caristo Date

PALM BEACH GARDENS POLICE DEPARTMENT

Chief Clinton Shannon Date

PALM SPRINGS POLICE DEPARTMENT

Chief Bryan Reyes Date

NORTH PALM BEACH POLICE DEPARTMENT

Chief Richard Jenkins Date

OCEAN RIDGE POLICE DEPARTMENT

Chief Hal Hutchins Date

PALM BEACH POLICE DEPARTMENT

Chief Nicholas P. Caristo Date

PALM BEACH GARDENS POLICE DEPARTMENT

 09-18-2020

Chief Clinton Shannon Date

PALM SPRINGS POLICE DEPARTMENT

Chief Bryan Reyes Date

NORTH PALM BEACH POLICE DEPARTMENT

Chief Richard Jenkins Date

OCEAN RIDGE POLICE DEPARTMENT

Chief Hal Hutchins Date

PALM BEACH POLICE DEPARTMENT

Chief Nicholas P. Caristo Date

PALM BEACH GARDENS POLICE DEPARTMENT

Chief Clinton Shannon Date

PALM SPRINGS POLICE DEPARTMENT



Chief Thomas Ceccarelli Date 10/7/20

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

K. M. Shimp ^{Shimp} 11/09/2020
Chief Kipp Shimpeno Date


11/17/2020

PORT ST. LUCIE POLICE DEPARTMENT

Chief John Bolduc Date

RIVIERA BEACH POLICE DEPARTMENT

Chief Nathan Osgood Date

ST. LUCIE COUNTY SHERIFF'S OFFICE

Ken J. Mascara, Sheriff Date

TEQUESTA POLICE DEPARTMENT

Chief Gus Medina Date

WEST PALM BEACH POLICE DEPARTMENT

Chief Frank Adderley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

Chief Kip Sh mpeno Date

PORT ST.LUCIE POLICE DEPARTMENT



Chief John Bolduc Date 9/1/2020

RIVIERA BEACH POLICE DEPARTMENT

Chief Nathan Osgood Date

ST. LUCIE COUNTY SHERIFF'S OFFICE

Ken J. Mascara, Sheriff Date

TEQUESTA POLICE DEPARTMENT

Chief Gus Medina Date

WEST PALM BEACH POLICE DEPARTMENT

Chief Frank Adderley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

Chief Kip Sh mpeno Date

PORT ST.LUCIE POLICE DEPARTMENT

Chief John Bolduc Date

RIVIERA BEACH POLICE DEPARTMENT

 6908

Chief Nathan Osgood Date
Sept. 25, 2020

ST. LUCIE COUNTY SHERIFF'S OFFICE

Ken J. Mascara, Sheriff Date

TEQUESTA POLICE DEPARTMENT

Chief Gus Medina Date

WEST PALM BEACH POLICE DEPARTMENT

Chief Frank Adderley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

Chief Kip Shampeno Date

PORT ST.LUCIE POLICE DEPARTMENT

Chief John Bolduc Date

RIVIERA BEACH POLICE DEPARTMENT

Chief Nathan Osgood Date

ST. LUCIE COUNTY SHERIFF'S OFFICE



Ken J. Mascara, Sheriff

Aug 21, 2020

Date

ms

TEQUESTA POLICE DEPARTMENT

Chief Gus Medina Date

WEST PALM BEACH POLICE DEPARTMENT

Chief Frank Adderley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

Chief Kipp Shimpeno Date

PORT ST.LUCIE POLICE DEPARTMENT

Chief John Bolduc Date


RIVIERA BEACH POLICE DEPARTMENT

Chief Nathan Osgood Date

ST. LUCIE COUNTY SHERIFF'S OFFICE

Ken J. Mascara, Sheriff Date

TEQUESTA POLICE DEPARTMENT



Chief Gus Medina 11/25/2020
Date

WEST PALM BEACH POLICE DEPARTMENT

Chief Frank Adderley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PEMBROKE PINE POLICE DEPARTMENT

Chief Kip Sh mpeno Date

PORT ST.LUCIE POLICE DEPARTMENT

Chief John Bolduc Date

RIVIERA BEACH POLICE DEPARTMENT

Chief Nathan Osgood Date

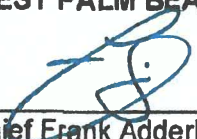
ST. LUCIE COUNTY SHERIFF'S OFFICE

Ken J. Mascara, Sheriff Date

TEQUESTA POLICE DEPARTMENT

Chief Gus Medina Date


WEST PALM BEACH POLICE DEPARTMENT



Chief Frank Adderley

8.26.2020


Date



Keith A. James, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and
legality

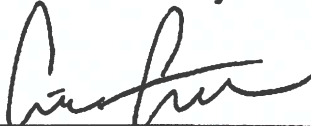
12

By: 

WPB# 26073

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Indian River County Sheriff's Office



Sheriff Eric Flowers 3/15/21
Date

Lake Clarke Shores Police Department

Chief Wes Smith Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Indian River County Sheriff's Office

Sheriff Eric Flowers Date

Lake Clarke Shores Police Department

 4-7-21

Chief Wes Smith Date

Plantation Police Department

Howard Harrison Date Chief

North Miami Beach Department

Chief Richard Rand Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Indian River County Sheriff's Office

Sheriff Eric Flowers Date


Lake Clarke Shores Police Department

Chief Wes Smith Date

Plantation Police Department

Chief Howard Harrison Date

North Miami Beach Department



Chief Richard Rand 4/27/2021
Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

PLANTATION POLICE DEPARTMENT



Chief W. Howard Harrison

4-28-2022

Date



Shana H. Bridgeman
Assistant City Attorney

4-28-2022

Date

Mutual Aid Agreement – Burglary Apprehension and Vehicle Crimes Unit Task Force

AVENTURA POLICE DEPARTMENT

Michael M. Bentolila
Chief of Police

 159

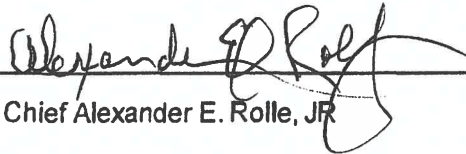
JUL 12 2022

Chief Michael Bentolila

Date

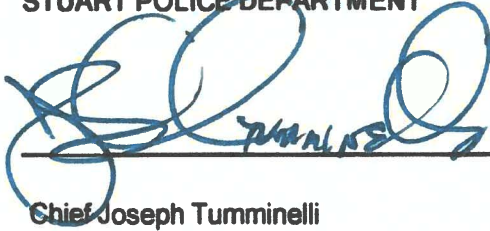
Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Homestead Police Department

 4/5/23
Chief Alexander E. Rolle, JR Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

STUART POLICE DEPARTMENT

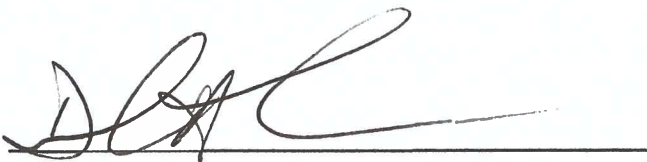


Handwritten signature of Joseph Tumminelli in blue ink, written over a horizontal line.

5/15/23
Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Glades County Sheriff's Office

A handwritten signature in black ink, appearing to read 'D. Hardin', is written over a solid horizontal line.

Sheriff David Hardin

Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Indian River Shores Public Safety

Director of Public Safety Tad Stone Date

Mayor Brian Foley Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

Clewiston Police Department

Chief Tom Lewis

Date

EXHIBIT "A"

SUBJECT: CRITICAL INCIDENT INVESTIGATIONS			
DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
071317	051613	17-5	1 of 8
RESCINDS			

CONTENTS:

This General Order consists of the following numbered sections:

- I. COMPOSITION OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.)
- II. RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS
- III. NOTIFICATIONS
- IV. POST CRITICAL DEBRIEFING
- V. POST CRITICAL INCIDENT - INVOLVED OFFICER
- VI. POST CRITICAL INCIDENT ASSESSMENT TEAM

DISCUSSION:

The purpose of this order is to establish guidelines to investigate all officer-involved critical incidents and any other critical incidents, which the Sheriff deems necessary. At the Sheriff's discretion he may request or invite an outside law enforcement entity, either at the federal or state level, to investigate in totality or in part any aspects of an officer involved critical incident. PBSO in conjunction with the State Attorney's Office will investigate all officer-involved incidents expeditiously, thoroughly and professionally in order to factually establish what occurred. This order will apply to all employees.

DEFINITIONS:

ADMINISTRATIVE INVESTIGATION – An investigation conducted by the Division of Internal Affairs to determine if the actions taken during the critical incident were in compliance with PBSO procedures.

CRITICAL INCIDENT – An incident that is unusual, is violent, and involves perceived threat to, or actual loss of, human life. The incident is a significant emotional event that breaks through an individual's normal coping mechanisms and may cause extreme psychological distress.

CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.) – A team tasked with the responsibility of investigating critical incidents.

CRITICAL INCIDENT INVESTIGATION COORDINATOR - The Detective Bureau Commander, or designee, will act as the Investigation Coordinator and oversee all aspects of the criminal investigation.

CRITICAL INCIDENT INVESTIGATION TEAM SUPERVISOR - The Critical Incident Investigation Team Supervisor will be of the rank of Lieutenant or higher, and assigned to the Detective Bureau.

GENERAL ORDER

522.00

DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
071317	051613	17-5	2 of 8

CRIMINAL INVESTIGATION - An investigation conducted by the Critical Incident Investigative Team to determine if actions taken during the critical incident were in compliance with Florida Statutes.

PROCEDURES:**I. COMPOSITION OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.)**

- A. The C.I.I.T. Supervisor may, at his discretion, designate another supervisor to be the Team Supervisor.
- B. One or more detectives selected from the Violent Crimes Division.
- C. The Violent Crimes Division Commander, or designee, will act as the Investigation Coordinator and oversee all aspects of the criminal investigation.
- D. The C.I.I.T. Supervisor will provide Communications with a "Notification List for Critical Incidents" which will be retained on file in Communications. The C.I.I.T. Supervisor will periodically update the notification list.

II. RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS

- A. If the incident involves a death of a human being, the Office of the Medical Examiner will be notified, and a request for a Forensic Investigator to respond to the scene will be made.
- B. The State Attorney's Office will be notified, as per their on-call policy.
- C. Identify evidence for collection and preservation.
- D. The processing and photographing of the scene will be overseen, in conjunction with the Crime Scene Supervisor.
- E. Interviews and statements given by witnesses will be recorded.
- F. An on-scene walk-through if possible may be conducted with the involved deputy(ies).
- G. An attempt to conduct an at-scene walk-through and interview with any civilian and/or co-defendant.
- H. The C.I.I.T. Supervisor will conduct an on-scene critique, either on-site, or at a place and time designated by the C.I.I.T. Supervisor, to discuss the facts and circumstances with the following personnel:

GENERAL ORDER

522.00

DATE EFFECTIVE	SUPERSEDES	REVISION NUMBER	PAGE
071317	051613	17-5	3 of 8

1. C.I.I.T. members
2. The Commander of the Violent Crimes Division
3. The Crime Scene Supervisor or designee
4. The Internal Affairs (IA) Supervisor/Investigator
5. The Commander of Legal Affairs or designee
6. The State Attorney or Assistant State Attorney and/or their investigators
7. Any other personnel deemed essential by the C.I.I.T. Supervisor

- I. The Commander of the Violent Crimes Division will conduct an on-scene critique of any video, audio, or digital recordings known to exist, and available, at that time.
- J. The C.I.I.T. Coordinator, or in his absence, the C.I.I.T. Supervisor will ensure PBSO Executive Staff are apprised of all aspects of the investigation as it progresses. This will be a direct line, chain-of-command communication and should not be superseded.
- K. All reports and statements pertaining to any investigation conducted by the C.I.I.T. will be prepared and submitted as soon as reasonably possible.
- L. The C.I.I.T. Supervisor will conduct a post incident debriefing with the C.I.I.T. members, IA Supervisor(s)/Investigator(s), Commander of Legal Affairs or designee, State Attorney or designee, Crime Scene Supervisor or designee, and any other personnel deemed essential by the C.I.I.T. Supervisor.

III. NOTIFICATIONS

- A. When a police related shooting or other type of critical incident occurs involving a deputy or an officer or agent from another law enforcement agency within the jurisdiction of PBSO, the Watch Commander and/or designee will notify the C.I.I.T. Supervisor, who upon reviewing the facts related to the incident, will determine whether the C.I.I.T. will be activated. Upon activation of the Team, the C.I.I.T. Supervisor will have Communications notify the persons listed in the following order:
 1. The Commander of IA or designee.
 2. The Crime Scene Supervisor who will respond to the scene. Additional crime scene personnel may then be called to assist with the investigation, at the discretion of the Crime Scene Supervisor or C.I.I.T. Supervisor.
 3. The Commander of Legal Affairs, who will then determine if additional personnel from Legal Affairs will be called to assist.
 4. The contracted PBSO Psychologist.

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5. The Public Information Officer (PIO).
6. Staff notification.
7. Incident Command Unit, if requested by C.I.I.T. Supervisor.

B. The Watch Commander or designee will be responsible for the following:

1. Take command of the scene and protect any known evidence until the arrival of the C.I.I.T. Supervisor or designee.
2. Secure the entire area with crime scene tape and remove all unauthorized persons, including officers not required inside the crime scene of the critical incident.
3. Assign a deputy or other personnel at the scene to maintain a log. The log will contain the following information:
 - a. The names and ID numbers of officer(s) or other employees assigned duties at the scene, and what those duties are.
 - b. The names of any person(s) who enter the scene, the time they enter the scene, reason for entering the scene, and the time they left the scene.
4. Ensure that all witnesses, including officers, remain at the scene and are separated to ensure proper police protocol and witness credibility.
5. Briefly speak with the involved officer(s) in order to ascertain a basic understanding of what occurred, so that affected supervisors may be briefed to better facilitate the investigation.
6. Advise the employee(s) involved and all witnesses not to discuss the details of the incident with any one else, regardless of rank, until they have been interviewed by C.I.I.T. This does not preclude questions regarding the condition of the witnesses or officers by appropriate supervisory personnel. Allow the involved employee(s) to confer with his attorney and the PBSO Psychologist, if requested. The attorney and PBSO Psychologist will be granted confidentiality rights as provided by state statute.
7. Provide a reasonable safe environment for the involved officer(s) who is waiting to be interviewed.
8. Ensure that the needs of the involved employee(s) are met.
9. Immediately initiate an area canvass to locate and identify any additional witnesses who have information relevant to the critical incident. Any

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witnesses will be made known to the C.I.I.T. Supervisor, the lead investigator appointed by the C.I.I.T. Supervisor, and the Commander of IA or the IA Supervisor/ Investigator appointed by that Commander.

10. Remain at the scene and take charge of the perimeter and security until relieved by the C.I.I.T. Supervisor.
- C. The C.I.I.T. Supervisor and the IA Sergeant/Investigator assigned to the Critical Incident Investigation will coordinate the Criminal and Administrative Investigations.
- D. The C.I.I.T. and IA will investigate the following critical incidents, and any other incident deemed appropriate by the Sheriff:
1. When a deputy or other sworn officer uses physical force resulting in death, or life threatening injuries likely to result in death of a human being.
 2. When a deputy or other sworn officer has shot and injured a person, or has been shot and injured, and the incident occurred within Palm Beach County.
 3. When a deputy or other sworn officer suffers a self-inflicted firearm injury, whether intentional or accidental.
 4. Any death of a person who is in the custody of any deputy, or other sworn officer, or within the care, custody, and control of any PBSO correctional facility, upon request of the Commander of IA, or designee.
 5. Any incident, which the Sheriff deems necessary.
- E. In the event any of the above critical incidents involving PBSO employees occur inside the jurisdiction of any city in Palm Beach County, the Watch Commander will respond to the scene and monitor the situation. The Watch Commander will also ensure that the appropriate staff notification is made via Communications. The C.I.I.T. Supervisor is notified for determination regarding C.I.I.T. response to monitor and/or assist the investigating agency (if requested). The Watch Commander will ensure that the Commander to which the involved officer(s) is assigned, the Commander of Legal Affairs, and the Commander of IA are notified. The Commander of IA will determine which IA Sergeant/Investigator will respond to monitor the investigation.
1. The Watch Commander will brief the C.I.I.T. member(s) and IA Supervisor(s)/Investigator(s) of what has occurred to that point, and then turn the investigation over to them.

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2. IA has the option of conducting the Administrative Investigation immediately following the outside agency's investigation, or at a later date.
- F. The C.I.I.T. (only) will investigate the following critical incidents when an officer(s) or agent(s) from another law enforcement agency is involved in a critical incident within the jurisdiction of PBSO:
1. The C.I.I.T. will keep the affected law enforcement agency apprised of the progress of the investigation.
 2. The C.I.I.T. may coordinate the investigation with the other agency, or conduct the investigation independent of the other agency, if the other law enforcement agency has concurrent jurisdiction.
- G. The IA Supervisor(s)/Investigator(s) will be present and, if necessary, will:
1. Conduct separate interviews with each deputy or other sworn officer, or employee.
 2. Witness officer(s) and employees are required to cooperate in the Administrative Investigation.
 - a. If a witness, officer(s) or employee(s) refuses to cooperate under the belief that he is a participant in the incident, the officer(s) will be treated as an involved officer.
 - b. If a witness officer(s) or employee refuses to cooperate, and he is not under the belief that he is a participant, the IA Supervisor/Investigator will issue a lawful order to cooperate, with the warning that disciplinary action may be taken if the officer or employee refuses to comply with the order.
 3. Internal Affairs investigator assigned to the Critical Incident Investigation will be responsible for arranging an appointment for the involved deputy with a designated psychologist and, when possible, ensuring the visit occurs within 72 hours following the critical incident, or at the earliest time possible if not within 72 hours.
- H. All releases to the media will be released through, or in conjunction with, the PIO.

IV. POST CRITICAL DEBRIEFING

- A. The Commander of VCD will post notice of a Critical Incident Debriefing (CID) within 48 hours or at the earliest time possible if not within 48 hours. The attendees will include representatives from C.I.I.T., Commander of Violent Crimes, Commander of Internal Affairs, Commander of Training or designee, representative from Legal Affairs, Crime Scene Investigators and Supervisor,

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Medical Examiner or representative, and representatives of the State Attorney's Office.

- B. The aspects of this debriefing will cover known facts of current investigation and will be in tune to review and address significant and/or problematic issues identified during the on-scene critical incident investigation.

V. POST CRITICAL INCIDENT - INVOLVED OFFICER

- A. Prior to the involved officer(s) returning to duty an interview with the PBSO designated psychologist will be required. The officer(s) will also be advised of the availability of the Employee Assistance Program.
- B. The involved officer(s), while on administrative leave, will be available at all times for official interviews and statements regarding the incident and will be subject to recall at any time.
- C. The involved officer(s) is not to discuss the details of the investigation with anyone except the officer's private attorney, the PBSO Psychologist, and/or C.I.I.T. Investigators.
- D. The involved officer(s) will not discuss the details of the Administrative Investigation with anyone other than the Supervisor(s) of IA, pending the completion of the internal investigation, and acceptance by the Sheriff.

VI. POST CRITICAL INCIDENT ASSESSMENT TEAM

- A. The Post Critical Incident Assessment Team (PCIAT) will be responsible for conducting a review of critical incidents in the following areas:
1. Tactical Analysis
 2. Training Issues
 3. Quality of supervision at scene
 4. Quality of investigative efforts related to the incident
- B. Members of the PCIAT will consist of the following members, at a minimum:
1. Member of Executive Staff as designated by the Sheriff
 2. Commander of affected regional bureau
 3. Commander of Internal Affairs
 4. Commander or supervisor from the involved deputy's assignment at the time of the incident
 5. Commander or executive officer of the Training Division
 6. Executive Officer from the Communications Division
 7. Any other subject matter expert deemed necessary for the review
- C. Cases will be selected under the direction of the Department of Legal Affairs for the purpose of risk assessment and in anticipation of litigation, and will be

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reviewed by the PCIAT on a quarterly basis. In addition, this assessment is to provide the Department of Legal Affairs information on current training and policies upon which to base possible revisions in training or policies, or both, so that the PBSO can better perform its functions of serving and protecting the public.

- D. Cases under consideration must be closed investigations, where a closeout letter from the State Attorney's Office has been received and the Internal Affairs Investigation has been completed.
- E. Members of the PCIAT will discuss the circumstances known at the time of the incident and the tactical decision making of deputies, supervisors and Communications personnel.
- F. The recommendations of PCIAT will be prepared at the direction of the Department of Legal Affairs and constitutes attorney/client privileged information regarding legal tactics and settlement strategy which is not subject to release as a public record under Chapter 119, Florida Statutes. Once prepared, the PCIAT will forward its assessment and recommendations to the Department of Legal Affairs.

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT NO. F
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-083

- 1. Background/History:** Resolution No. 2023-083 authorizes the purchase of materials and installation services for an emergency repair of the oxidation ditch rotor at the wastewater treatment plant.
- 2. Financial Impact:** \$60,065.00
- 3. Attachments:**
 - a. Resolution No. 2023-083
 - b. Lakeside Equipment Corporation invoices 904053, 904242, 904177
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-083

RESOLUTION NO. 2023-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE PURCHASE OF MATERIALS AND INSTALLATION SERVICES BY LAKESIDE EQUIPMENT CORPORATION.

WHEREAS, Contractor Lakeside Equipment Corporation supplied replacement equipment and materials for an emergency repair at the city's Wastewater Treatment plant; and

WHEREAS, Lakeside is the sole supplier of the specific Magna Rotor Assembly equipment; and

WHEREAS, the purchase of the equipment is in the best interests of the city.

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

SECTION 1. Lakeside Equipment Corporation is in essence a single or sole source service provider as contemplated with the city's procurement guidelines contained in the city code.

SECTION 2. The purchase of materials and installation services, Lakeside invoice numbers 904177, 904053 and 904242, is approved.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of September, 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 Brandenburg, City Attorney

0811



CITY OF CLEWISTON
FINANCE DEPARTMENT

Sales Invoice

AUG 22 2023

RECEIVED

Cleaner Water for a Brighter Future®

1022 E Devon Ave, BARTLETT IL 60103
Phone : (630) 837-5640 Fax : (630) 837-5647

Invoice No

904053

Bill To
CITY OF CLEWISTON
115 W. VENTURA AVE.
CLEWISTON, FL-33440

Ship To
CITY OF CLEWISTON
1300 S. OLYMPIA ST.
CLEWISTON, FL-33440

Phone:
Email: ASHLEY.SMITH@CLEWISTON-FL.GOV

Phone: (863) 677-1426
Email: ANDRES.MARRERO@CLEWISTON-FL.GOV

Invoice Date	05/11/2023
Invoice Due Date	06/10/2023

Order No	S23000375
Packing Slip No.	
Purchase Order	24714
Ship Via	R&L
Tracking No	56724844-5

Terms	Net 30 Days
CLEWISTON, FL	

Line No	Item	Description / Release / Kanban Ref	Project No	Quantity	Price/Pricing UOM (\$)	Ext. Amt (\$)
1	14302	4-7/16" NON-EXPANSION PILLOW BLOCK BEARING	87-342	1.00/EA	4745/EA	4,745.00
2	14298	3-1/2" EXPANSION PILLOW BLOCK BEARING	87-342	1.00/EA	2450/EA	2,450.00
3	C40984B	ROTOR SEAL KIT w/ SPLIT COVER PLATE FOR 3 15/16" & 4 7/16" BEARING, 5" SHAFT	87-342	1.00/EA	490/EA	490.00
4	C40983B	ROTOR SEAL KIT w/ SPLIT COVER PLATE FOR 3" & 3 1/2" BEARING, 4 1/8" SHAFT	87-342	1.00/EA	490/EA	490.00

Remit to Address:
Lakeside Equipment Corporation
P.O. Box 8448, 1022 E Devon Ave
BARTLETT, IL-60103
Country: USA
Phone: (630) 837-5640 Fax: (630) 837-5640

Line Total	\$8,175.00
Surcharge	
Tax Amount	
Freight Charges	
Advance Amount	\$.00
Discount Amount	\$.00
Grand Total	\$8,175.00

Notes:



CITY OF CLEWISTON
FINANCE DEPARTMENT

Sales Invoice

AUG 22 2023

Cleaner Water for a Brighter Future®

RECEIVED

1022 E Devon Ave, BARTLETT IL 60103
Phone : (630) 837-5640 Fax : (630) 837-5647

Invoice No

904242

Bill To
CITY OF CLEWISTON
115 W. VENTURA AVE.
CLEWISTON, FL-33440

Ship To
CITY OF CLEWISTON
1300 S. OLYMPIA ST.
CLEWISTON, FL-33440

Phone:
Email: ASHLEY.SMITH@CLEWISTON-FL.GOV

Phone: (863) 983-1648
Email:

Invoice Date	07/18/2023
Invoice Due Date	08/17/2023

Order No	S23000426
Packing Slip No.	
Purchase Order	24717
Ship Via	
Tracking No	

Terms	Net 30 Days
CLEWISTON, FL	

Line No	Item	Description / Release / Kanban Ref	Project No	Quantity	Price/Pricing UOM (\$)	Ext. Amt (\$)
1	11201	SERVICE TRIP	86-441	1.00/EA	6500/EA	6,500.00

Remit to Address:

Lakeside Equipment Corporation
P.O. Box 8448, 1022 E Devon Ave
BARTLETT, IL-60103

Country: USA

Phone: (630) 837-5640

Fax: (630) 837-5640

Line Total	\$6,500.00
Surcharge	
Tax Amount	
Freight Charges	
Advance Amount	\$.00
Discount Amount	\$.00
Grand Total	\$6,500.00

Notes:

SERVICE PERFORMED WEEK OF JUNE 26

08/22/2023



Sales Invoice

CITY OF CLEWISTON
FINANCE DEPARTMENT

AUG 22 2023

RECEIVED

Cleaner Water for a Brighter Future®

1022 E Devon Ave, BARTLETT IL 60103

Phone : (630) 837-5640 Fax : (630) 837-5647

Invoice No

904177

Bill To

CITY OF CLEWISTON
115 W. VENTURA AVE.
CLEWISTON, FL-33440

Phone:

Email: ASHLEY.SMITH@CLEWISTON-FL.GOV

Ship To

CITY OF CLEWISTON
1300 S. OLYMPIA ST.
CLEWISTON, FL-33440

Phone: (863) 677-1426

Email: ANDRES.MARRERO@CLEWISTON-FL.GOV

Invoice Date	06/21/2023
Invoice Due Date	07/21/2023

Order No	S23000374
Packing Slip No.	
Purchase Order	24713
Ship Via	BTI
Tracking No	

Terms	Net 30 Days
CLEWISTON, FL	

Line No	Item	Description / Release / Kanban Ref	Project No	Quantity	Price/Pricing UOM (\$)	Ext. Amt (\$)
1	D119208	19'-0" LG. MAGNA ROTOR ASSEMBLY	87-342	1.00/EA	45390/EA	45,390.00

Remit to Address:

Lakeside Equipment Corporation
P.O. Box 8448, 1022 E Devon Ave
BARTLETT, IL-60103

Country: USA

Phone: (630) 837-5640

Fax: (630) 837-5640

Line Total	\$45,390.00
Surcharge	
Tax Amount	
Freight Charges	
Advance Amount	\$.00
Discount Amount	\$.00
Grand Total	\$45,390.00

Notes:

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: September 18, 2023

Subject: PUBLIC HEARING – Final Public Hearing of the FY 2023-2024 Budget – 5:05 p.m. (A copy of the FY 2023-2024 Tentative Budget was a part of the September 7, 2023 City Commission Tentative Millage & Budget Hearing Agenda and can be viewed on the City’s website and a copy of the FY 2023-2024 proposed Final Budget may be obtained from the Finance Department.)

- 1. Background/History:**
 - A.** Resolution No. 2023-084 adopts a millage rate for the levy of ad valorem taxes for Fiscal Year 2023-2024. The proposed millage rate is 6.5314 mills.
 - B.** Resolution No. 2023-085 adopts the budget for Fiscal Year 2023-2024.
 - C.** Resolution No. 2023-086 adopts the City’s Departmental Capital Improvement Plans for Fiscal Year 2023-2024.
- 2. Financial Impact:** \$47,302,180
- 3. Attachments:**
 - a.** City Manager Memo dated September 18, 2023 with attachments
 - b.** Resolution No. 2023-084
 - c.** Resolution No. 2023-085
 - d.** Affidavits of Publication of Notice of Proposed Tax Increase and Budget Summary
 - e.** Resolution No. 2023-086
 - f.** FY2024 Departmental Capital Improvement Plan Spreadsheets
- 4. Actions/Options/Recommendations:**
 - A.** Recommended motion is to approve Resolution No. 2023-084.
 - B.** Recommended motion is to approve Resolution No. 2023-085.
 - C.** Recommended motion is to approve Resolution No. 2023-086.

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

September 18, 2023

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: **FY 2023-2024 Proposed Budget updated recommendations**

Based upon Commission feedback from the various workshops and particularly at the September 7th and September 12th budget discussions, management has carefully reviewed the proposed balanced budget recommendations presented and discussed at those meetings and provides the following analysis and updated responses:

- 1) In the case of the major utility fund recommendations and in consideration of the Commission resolutions previously approved, no further adjustments to the **Electric Fund, Water & Sewer Fund** or the **Solid Waste Fund** are recommended. Likewise, no adjustments are recommended in any of the other smaller miscellaneous special funds which would alter the proposed budget.
- 2) Since most of the questions raised and comments were directed at the potential for adjustments in the **General Fund**, management has focused the balance of this review on this major operating and capital spending plan. In consultation with department heads and particularly the Finance Director, management is providing updates in this report.
 - As to comment concerning the recommended property tax millage rate, management has concluded that the recommendation should remain

unchanged. Given the balance of the findings of this review and the analysis that follows, management continues to believe the city's short and long term best interests are served by retaining the current tax rate as previously proposed. Management is convinced that this is particularly important in light of some of the spending challenges facing the city as detailed throughout the dozens of hours of discussion during the Commission's budget workshop review process and which will to some degree be reiterated in this report. Despite the anticipated spending challenges and assessed revenue limitations particularly including the state mandated minimum wage increases outstanding, management made the decision early in the process of developing this year's proposed budget to not recommend consideration of a potential increase in the millage above the current **6.5314 rate**. This decision was made in large part because of the identified and now approved recommendation to authorize the fire assessment method of funding the City's share of fire and rescue services. Management believed then and continues to hold that it would have been ill advised to compound those adjustments in this year's budget with consideration of a tax rate increase in excess of the documented difference between the current rate and the rollback rate.

- With department head input, management has carefully analyzed the spending plan in an attempt to minimize the use of appropriated fund balance as a revenue source to balance the proposed budget. This effort was focused primarily on the significant items where increases are projected. These categories of spending include: salary & benefit costs, utility expenditures, fuel expenditures and initially appropriated capital outlay items which are not funded by grants or other earmarked sources. In terms of the operating budget, management does not recommend any further adjustments than those already reflected in the proposed budget documents presented and acted upon at the September 7th meeting. Management remains confident that the balance of the spending plan recommendations are prudent and necessary consistent with

conservative municipal budgeting principles and in consideration of the documented cumulative budgetary needs of the city.

As historical analysis of the city operating budget attests, the overall condition of the city's financials has seen marked improvement in recent years with further incremental progress expected to continue based upon known information. This circumstance is in sharp contrast to the city's fiscal position as illustrated in the enclosed trend analysis which has now been expanded to a longer period in excess of twenty years and includes millage trends and budget totals over the period. Management has reviewed the historical analysis prepared by the Finance Director that clearly documents the significant variation over the past couple of decades in Clewiston and some of the critical contributory actions taken. Only this week, has the Finance Director's research produced additional past records including a management report dated October 1, 2008 and included herewith for information that provides additional insight into some of the challenges and historical events that impacted the City during this period.

Learning from history, the city will need to remain diligent in its processes to ensure sustainability is achieved in terms of maintained adequate fund balances or reserves into the future. This will be especially important as plans are pursued to meet initiatives such as attaining the state mandated minimum salary targets within the established time frame. Be reminded, this proposed budget continues efforts toward that achievement, but the city remains short of the necessary revenues required to complete the process. Likewise, in the area of a sustainable capital improvement and replacement plan for facilities and equipment, this proposed budget continues progress, but as the capital improvement plan (CIP) ten year period documents reflect, there remain challenges ahead that will require disciplined spending and additional continued success in leveraging third-party funding sources such as grants to meet needs in a timely manner thereby avoiding a repeat of the backlog in needs being experienced currently.

With regard to the use of fund balance appropriations specifically in the general fund, it should be emphasized that this is a revenue source that has heretofore not

been available as the previously reviewed trend analysis quite effectively details due to the lack of sufficient reserves or contingency funds in excess of policy minimums. Only within the last three years has the city achieved full compliance with the city policy minimum of 10% for contingency appropriations in the general fund as well as the enterprise funds. Analysis of the current unassigned fund balance totals contained in this report verifies that the city has significantly improved its financial stability to an estimated 22%, excluding capital outlay, in the general fund. By comparison, traditional local government standard practices, utilized during my four decades of experience preparing and administering city budgets, suggest at least 25% of the net operating budget should be maintained and available to adequately meet cash flow requirements. For perspective, this suggested standard is the equivalent of 3 months of general government operations. While some local government reserve levels far exceed such “industry standard” type recommendations there are certainly other local governments which barely achieve industry standard minimums, and unfortunately local governments who invariably for a number of reasons occasionally fall below acceptable reserve levels. Each local government makes their determination based upon factors such as population size, level and type of services rendered, identified vulnerabilities and various other considerations. There are a number of defensible reasons for reserves to be accumulated in excess of minimum levels. Local governments look to reserves as “rainy day” type funds for more than the obviously important items such as unexpected emergencies (e.g. weather related damages), unanticipated opportunities (e.g. matching grants), economic downturns or the aforementioned cash flow needs as well as staying current with capital equipment replacement schedules.

General Fund balance, or retained earnings in the case of Enterprise Funds, allow for smaller scale “pay-as-you-go” type capital purchases which provide an alternative to short term lease-purchase type financing which adds a premium cost to such transactions. These funds also are important when a community such as Clewiston has been successful in leveraging grant funds which most often require spending the money up front with reimbursement to follow typically months later. This is particularly significant in the case of federal reimbursement for disaster

assistance such as following a hurricane type weather event and the subsequent time sensitive clean up and repair efforts when reimbursements are delayed much lengthier periods. Although for several years lower interest rates were prevalent, during periods of higher interest earning rates, some units of government have also found investment success created another positive revenue stream in circumstances where the funds in reserve were being set aside for future major expenditures. In the case of the enterprise type utility funds, this is an even more relevant consideration. Another advantage for a community like Clewiston is that the cumulative reserve funds provide additional flexibility for meeting items such as cash flow and other shorter term considerations (e.g. inter-fund loans).

In conclusion, desired outcomes are being realized with the recommended financial management approach adhered to in recent years; therefore, it is strongly encouraged that the city essentially “**stay the course**” with any identified adjustments deemed appropriate as time passes and conditions change. Be reminded that the budget essentially is a spending plan prepared at least 15 months in advance of the end of the spending period covered which necessitates continuous monitoring and review of changing variables. The plan should not be considered as set in stone rather as a flexible document that guides operational practices of departmental spending with ongoing oversight by the Finance Department, management and ultimately the City Commission to ensure policies are being adhered to in the process. With these factors in mind, **management recommends approval of the proposed budget documents as presented.** Management as well as staff appreciate the Commission’s dedication to this year’s budget cycle and look forward to administering the approved budget for the best benefit possible to the Clewiston community.

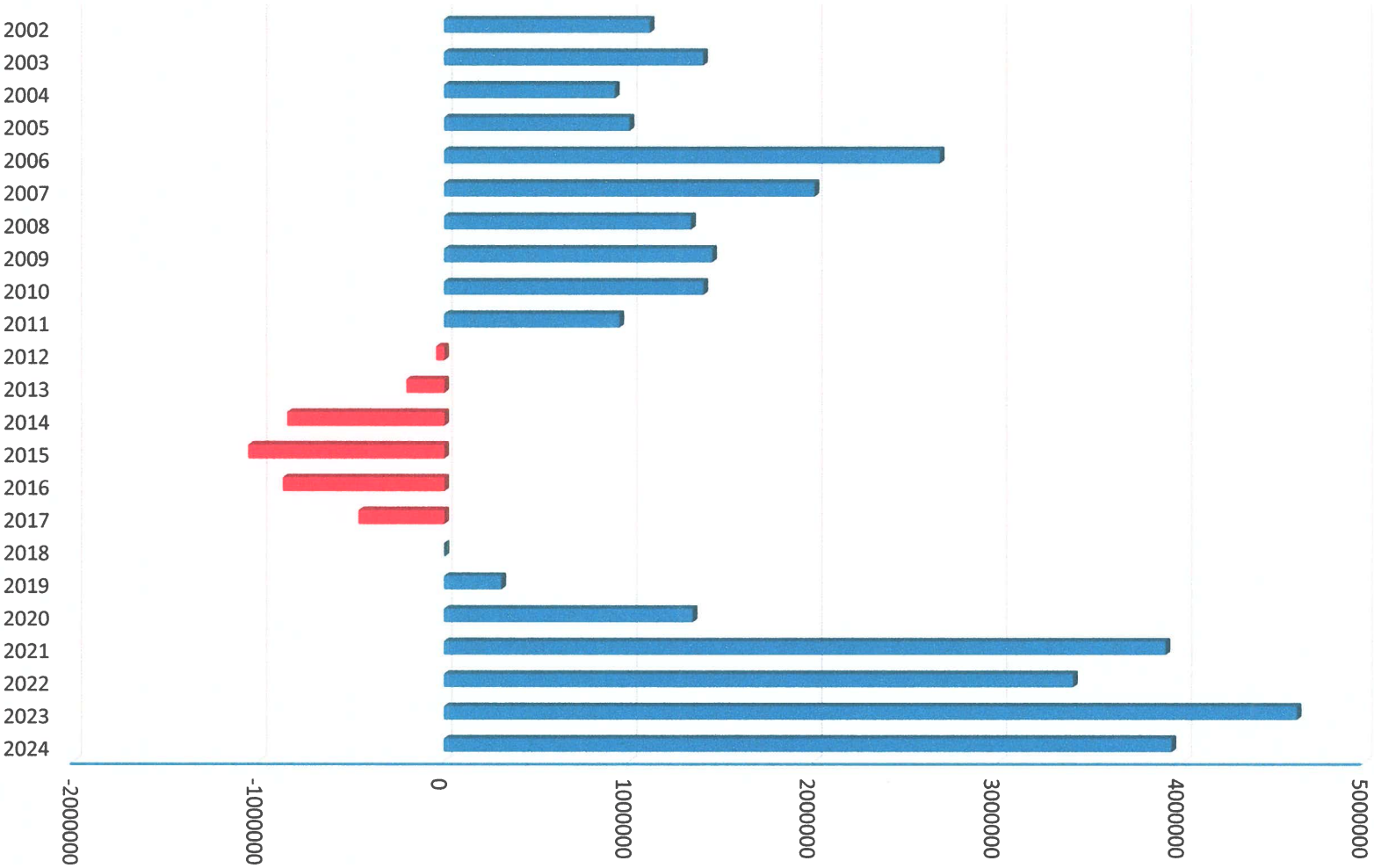
Enclosures

Historical Review of Unassigned Fund Balance - Millage Rates - Change in Fund Balance

Fiscal Year	Adopted General Fund Budget	Unassigned Fund Balance	Adopted Millage	Percentage over/under Rolled-back Rate	Rollled-back Rate	Change in Fund Balance Revenues/Transfers over/under Expenses
2001 - 2002	\$ 7,459,339	\$ 1,111,714	5.6341	3.17	5.2168	\$ 1,020,389
2002 - 2003	8,644,788	1,400,313	5.6341	-0.40	5.6568	282,339
2003 - 2004	6,735,257	922,081	5.6341	3.16	5.4614	(273,737)
2004 - 2005	6,929,871	1,000,887	5.6341	4.74	5.3792	94,314
2005 - 2006	7,117,549	2,678,969	5.6341	8.29	5.2026	28,236
2006 - 2007	10,685,402	2,002,010	5.6341	21.02	4.6554	(696,572)
2007 - 2008	9,126,202	1,334,455	5.6341	7.77	5.2278	(640,178)
2008 - 2009	8,704,196	1,448,512	6.2210	0.00	6.2210	120,631
2009 - 2010	8,368,201	1,401,107	6.2210	-3.68	6.4584	(108,117)
2010 - 2011	9,020,192	946,721	6.2210	-13.28	7.1739	(300,209)
*2011 - 2012	6,630,879	(42,254)	6.2210	-7.57	6.7302	(1,276,980)
2012 - 2013	7,637,158	(202,775)	6.2210	-1.75	6.3320	214,492
2013 - 2014	7,599,816	(846,981)	6.1957	0.00	6.1957	(690,702)
2014 - 2015	7,370,058	(1,056,150)	6.1957	0.80	6.1467	(210,277)
2015 - 2016	7,347,932	(869,203)	6.0314	-1.02	6.0933	188,030
2016 - 2017	9,089,504	(461,890)	6.0314	4.91	5.7491	407,215
2017 - 2018	9,508,711	3,472	6.5314	10.67	5.9019	465,362
2018 - 2019	7,998,878	308,167	6.5314	4.70	6.2382	626,223
2019 - 2020	9,022,069	1,344,066	6.5314	3.53	6.3086	1,074,990
**2020 - 2021	11,006,853	3,900,727	6.5314	4.81	6.2318	2,530,162
***2021 - 2022	10,355,025	3,400,348	6.5314	3.93	6.2847	(483,475)
2022 - 2023	14,032,249	****4,617,115	6.5314	6.45	6.1358	To be determined
2023 - 2024	*****16,503,334	****3,933,994	*****6.5314	6.99	6.1047	To be determined

- * Solid Waste removed from General Fund - \$437,579 or 34.3% of Change in Fund Balance
- ** Majority of Commerce Park sales realized
- *** Deferred inflow of resources (anticipatged grant funding not available within 60 days) - \$1,088,737
- **** Estimated
- ***** Tentative

General Fund Unassigned Fund Balance by Fiscal Year



**Fiscal Year 2023-2024
Proposed Budgeted Contingency per Major Funds**

Major Funds	Total Budget	Capital	Budget less Capital	Contingency	Budgeted Contingency as a Percentage
General	\$ 16,503,334	\$ 2,867,778	\$ 13,635,556	\$ 2,953,412	22%
Electric	20,692,608	1,489,700	19,202,908	7,216,446	38%
Water Sewer	5,929,050	695,984	5,233,066	610,682	12%
Solid Waste	2,630,601	110,500	2,520,101	591,615	23%
Total Major Funds	\$ 45,755,593	\$ 5,163,962	\$ 40,591,631	\$ 11,372,155	28%



CITY OF CLEWISTON

Memorandum

Date: October 1, 2008
To: Mayor and City Commission
From: Wendell Johnson, City Manager
Re: FY 2008/2009 Budget and Annual Summary Report

INTRODUCTION

The City's Fiscal Year 2009 final budget which you adopted on September 22, 2008 is hereby finalized and I am pleased to provide the annual "Budget Summary Report" for your information and use. This report, along with the Millage and Budget Adoption Resolutions will be posted for public information on the City's web site.

The City's **FY 2009 Budget is \$29,885,447** which is **12.4% less** than the FY 2008 Budget. Balancing the FY09 budget provided some difficult challenges such as reducing capital projects and purchases to compensate for revenue losses. As with most cities and counties throughout the state, the FY09 budget was greatly impacted by a downturn in economic conditions; most noticeably, a lack of new construction throughout 2007, depreciated property values, accumulating housing stock, and the increase in the residential homestead exemption to \$50,000. Traditionally, the City has benefited from increases in property values ranging 5%-7% annually with an average of \$250,000 in new tax revenue. However, for FY09 the City suffers a 5.3% reduction (\$15.4 million) in gross taxable property value along with considerable decreases in State of Florida tax revenue shares.

The FY09 budget must be considered as "barebones." Although operational funding levels are adequate to provide for continuation of quality services to the community, major capital programs such as street paving, sidewalks, and stormwater upgrade were not funded this year. Only the most essential capital equipment purchases were budgeted. As predicted last year, State Tax Reform actions of 2007 (Amendment 1) was a major impact on availability of general revenues to the City. Overall, general fund revenues declined by \$618,916 from FY08; the decline was \$1,982,000 if "non-revenue" sources (Enterprise Fund Transfers) are included. Advalorem and state shared tax revenues will probably decline further during FY2010 and possibly beyond. And, for the first time in five years, the City's health insurance costs increased "double-digit" by 22%.

OVERVIEW

For the **first time since 1998**, the **tax rate was increased for FY2009**. The increase from **5.6341 to 6.2210 mills** was determined based on the minimum required millage rate on the new tax base which would produce revenues equal to those produced in the current fiscal year. The City will not receive any additional advalorem revenue for FY09. With the 6.2210 rate, the owner of a \$150,000 “homesteaded” property will pay \$622 in City taxes. Even with the millage increase, most homeowners will see a drop in taxes because of a decrease in property value combined with an increase in the homestead exemption to \$50,000

This is a “unique” year in that projected general fund operating expenditures do not exceed projected operating revenues and the “long standing” **General Fund deficit is “temporarily” eliminated** for FY2009. For FY09, the **City did not obligate any Enterprise Fund “transfers”** to subsidize the General Fund. Only appropriate Enterprise Fund “Payments in Lieu of Taxes” and “Administrative Fees” were paid to the General Fund, and both payments are well within acceptable accounting thresholds. There are two major factors which made this possible for FY09. Foremost, the **redesignation in 2007 of the City’s Solid Waste Services** from an Enterprise Fund activity to a General Fund Activity; this action combined with the **2008 implementation of Automated Sanitation Services for residential customers** generates new general fund revenue of approximately \$600,000 annually. The second factor is that the General Fund capital projects and purchases (typically \$500,000+ annually) are only \$200,000 for FY09.

An unprecedented major factor affecting the City’s economic future is the South Florida Water Management District’s (SFWMD) planned purchase of the United States Sugar Corporation. Just the announcement of this initiative has all but halted the City’s real estate market and during the coming budget year it will most likely lend to further depreciation in the City’s property values and result in little or no new construction activity. Until this monumental deal closes and the availability of land and real property assets have been determined, a negative impact on the City’s economy will unquestionably continue. The City has taken initial action with the adoption of Resolution 2008-03 declaring the **critical need** for an Economic Transition and Support Plan in partnership with the State and SFWMD. It is imperative that local government and business leaders continue to work assertively with full support of our state and federal delegation in the coming months to assure the State of Florida and SFWMD cooperate to provide a viable economic transition plan for the City.

Operational and reserve fund account balances total approximately \$12,000,000 or about 40% of the total FY 2009 operating budget. Actual “reserve” funds (restricted and unrestricted) total approximately \$8.3 million. In concluding the overview, City services and programs will continue **with noticeable change from the current year**. The absence of annual street, sidewalk and drainage improvements will be obvious. On a positive note, Automated Residential Sanitation Service will become even more efficient with the proposed change to providing services only on Monday and Thursday. This will greatly improve the appearance of the City and also lend to enhanced efficiency in other solid waste collection areas.

The following information and comments relevant to the FY2009 budget are noted for the Commission and Public information:

**CITY OF CLEWISTON
BUDGET SUMMARY AND COMPARISON**

FUND	FY 2008/2009	FY 2007/2008	Increase (Decrease)
001 GENERAL FUND	7,847,381	9,354,231	(1,506,850)
Solid Waste	862,815	1,737,123	(874,308)
Total General Fund	8,710,196	11,091,354	(2,381,158)
101 C.R.A.	256,969	279,087	(22,118)
120 GRANTS	2,935	12,971	(10,036)
Library	359,638	315,350	44,288
Total Grants	362,573	328,321	34,252
301 G.F. CONSTRUCTION	249,178	1,335,882	(1,086,704)
410 ELECTRIC FUND	15,996,414	17,176,087	(1,179,673)
420 WATER/SEWER FUND	563,498	702,733	(139,235)
Water	2,338,083	2,294,574	43,509
Sewer	1,414,536	1,417,474	(2,938)
Total Water / Sewer	4,316,117	4,414,781	(98,664)
TOTAL CITY	\$29,891,447	\$34,625,512	(\$4,734,065)

GENERAL FUND NOTES

- A current copy of the **Employee Manning Document and Employee Pay Matrix** is herein provided.
- All employees received a **4% COLA increase in lump payment**. Additionally, \$50,000 was funded for merit pay (lump sum) increases and 38 of the City's 112 employees received between 2% and 4% from this benefit.
- The City's annual **health insurance premium increased by 22% for the coming year. This was the greatest annual increase since FY2000**. The City absorbed 100% of the increase for single employees; however the 22% increase expense was passed on to City employees having family coverage. FY09 Health Premium increase: **\$177,000**

- **Fully “Automated” sanitation services** for residential customers was implemented during May of 2008. As projected during the planning stages, this was an unprecedented change in service delivery which not only increased efficiency, but resulted in the projected annual **operational cost reduction of over \$500,000**. This service is expected to improve even more in efficiency and cost savings when the “Monday and Thursday routes only are implemented during January 2009. The following chart compares O&M cost and manpower levels between FY2006/2007 and FY 2008/2009.

SOLID WASTE SERVICES FUNDING COMPARISON

Funding Category	FY 2006/2007	FY 2008/2009	DECREASE
Personnel	\$604,746	\$367,727	\$237,019
Operating Expenses	\$655,585	\$450,087	\$205,498
Number of Personnel	15	5	10

Note: During this period - Fuel Costs increased by 60%; Landfill fees increased by 25%: = (\$100,000) Manning document comparison for above periods attached.

- An excerpt comparison of the FY2007 and FY 2009 Manning Document relevant to the City Solid Waste Division is hereby provided to reflect the manpower reductions following implementation of Automated Sanitation Services for Residential Customers.

NBR AUTH	NBR ASGD	(CLASS TITLE	FY 2009 POS I.D.	EMPLOYEE NAME	
1	1	Truck Driver III	818	Freeman,	Alvin
1	1	Truck Driver III	819	Germany,	David
1	1	Truck Driver II	820	Chavers,	Sidney
1	1	Truck Driver II	821	Terry,	Emanuel
<u>1</u>	<u>1</u>	Truck Driver I	822	Fonseca,	Osmel
5	5				

DELETED POSITIONS SINCE 2007

Custodian	Griffin,	John
Truck Driver 1	Smith,	Dennis
Collector III	Cherubin,	Paul
Collector III	Figueroa,	Miguel
Collector III	Johnson,	Sam
Collector II	Prather,	Fred
Collector I	Cantillo,	Luis
Collector I	Vacant since 07 (used labor finder)	
Collector III	Vacant since 07 (used labor finder)	
Collector III	Vacant since 07 (used labor finder)	

\$80,000 ANNUAL FOR LABOR FINDERS IN 2007 - \$32,000 FUNDED FOR 2009

Note: Sanitation Department manpower decreased from 15 in 2007 to 5 in 2008

- **General Fund Capital purchases:** Total of **\$203,927** which includes the following:
 - Fire Department - \$51,334 for a new rescue vehicle (replacing a 1984).
 - Golf Course – \$43,750 for 10 new carts, washer, and range ball collector
 - Police Department – \$56,000 for two new police vehicles; one will be paid from confiscated funds account. \$7,843 for new weapons and radios.
 - Solid Waste Division - \$25,000 for Automated Truck Curotto Attachment; \$20,000 for various commercial dumpster replacements.

- **Animal Control Facility.** The new animal control facility will open for operation November 2008. This will be a “state-of-the-art” facility with potential for establishing a local “**Humane Society**” chapter. Throughout FY2009, staff will evaluate the potential for **privatized operation of City Animal Control Services**, to include an animal adoption program.

- The **General Fund “contingency”** for this year is established at **\$100,000**.

- **Employee position changes** are as follows:
 - Reorganized City Manager to incorporate Deputy Clerk; reclassified Administrative Assistant to Receptionist. Save: \$40,629
 - Eliminated one (1) library aide position. Save: \$22,756
 - Allocated personnel cost for Library Director and one (1) library aide from general State aid funding. Save \$38,244
 - Added one (1) custodian to Recreation Department. Eliminated “contract” janitorial services. Save 20,027. Eliminated three (3) seasonal employees. Save:\$11,200

- The City continues to provide support for various community programs. However, a substantial reduction from FY08. **A total of \$20,000 funded for grants and aid.**

- **Construction of the new *Clewiston Commerce Park* was completed** during September 2008 at an approximate cost of \$905,068 which was funded exclusively with State grant funds (CDBG and RIF). The City still has an approved Road Fund Grant of \$249,000 which will fund a proposed upgrade to Olympia Street during FY2009. The Park was platted during August 2007 as an “Industrial Subdivision” with Commerce Park Industrial District (CPID) zoning designation. The City’s investment of \$1.4 million during FY 2007 for purchase of the Park land is well underway to be returned. The Park generated \$738,000 (a portion held by city in a money mortgage) in revenue for FY2008 with sale of the first six (6) acres. The City Commission has established a base sale price ranging from \$125,000 to \$150,000 per acre for all parcels within the CPID. If the sales of remaining lots within the park go at these prices, the City will have a return on the investment of nearly \$1,000,000.

- In summary, the Clewiston Commerce Park represents the City’s most viable economic initiative with great potential to advance the City’s tax base and job creation opportunities. Buchanan Services, Inc. (roofing manufacturing) will begin construction during the first quarter of 2009. Knapheide, Inc. (commercial truck bodies) will begin construction during the same period. Knapheide will develop the 21 acre parcel which is contiguous to the commerce park on the south side. Approximately 60 jobs are expected

from these two businesses. PranaSleep Inc. (mattress & bedding) has delayed construction from August 2007, but indicate a continued commitment for plans to begin construction during the second quarter of 2009. As the Park's anchor tenant and the City's partner in the \$1,320,000 in infrastructure grant funding, PranaSleep will create approximately 100 jobs.

The following lots are available for sale and immediate development within the park:

**CLEWISTON COMMERCE PARK
LAND AVAILABILITY**

Lot #	Lot Size	Price/Acre	Lot Price
1	2.80	\$150,000	\$420,000
2	1.00	\$150,000	\$150,000
3	1.00	\$150,000	\$150,000
4	1.00	\$150,000	\$150,000
5	5.90 (SOLD)	\$125,000	\$737,500
6	1.40	\$125,000	\$175,000
7	1.40	\$125,000	\$175,000
8	1.40	\$125,000	\$175,000
9	1.30	\$125,000	\$162,500
Total	17.20 Acres		\$2,294,500

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GRANTS:

The City will benefit from the following **grant funded activity during FY 2009.**

- The Library System - \$230,000 from State Aid Grant
- Police Department - \$2,995 (Vests)
- CDBG - \$700,000 – Housing Rehabilitation (Pending approval)
- Water Plant - \$840,000 as the remainder of the USDA Grant Funds
- State Economic Development Transportation Fund Grant - \$249,178 (This is the Road Fund Grant for the Commerce Park in partnership with PranaSleep, Inc.)
- SFWMD Ventura Avenue Upgrade Project - \$750,000 (Pending approval)

TOTAL GRANT FUNDS ANTICIPATED FOR FY2009: \$2,772,173

ELECTRIC FUND:

- Electric fund revenues (user fees) are projected to decrease by approximately \$500,000. This is due largely to a **demand decrease from USSC**. Overall, fund revenues from all sources will **decrease from FY08 levels by \$1,180,000**.
- Capital projects for FY09 total only \$1,103,000 which is the \$1,000,000 Electrical System Mesh Network and assorted miscellaneous equipment items. Staff will present a

6

proposal during the first quarter of 2009 for a more extensive Mesh Network upgrade for water/sewer and electric systems projected at a cost of \$3.5 million.

- For FY09, there were no Electric Fund revenue transfers to the General Fund. A 7% Payment (\$1.042 million) in Lieu of Taxes was appropriately made to General Fund.
- The NERC Compliance Manager position is vacant; the feasibility of contract service will be evaluated before the position is filled.
- The new \$1.2 million Utilities/Public Works complex will be completed and occupied during the first quarter of 2009. This will be a very modern facility which will house all of our electric and public works “service” operations and well as the warehouse and vehicle maintenance activities.

WATER/SEWER FUND:

- Water/sewer revenue for FY2008 was down by approximately 6% of from the \$3.5 million budget (overall water sales were down by just over \$150,000). This trend is attributed to drought conditions and lack of residential and commercial irrigation.
- Water revenue presently reflects a “net profit” of approximately \$300,000 annually; sewer revenue reflects a “net loss” of approximately \$50,000 annually. The prevailing need for the increase is to fund debt service for the expansion of the Waste Water Treatment Plant and to eliminate the above described fund deficit. The staff will prepare a rate analysis as the basis of rate increase. It is estimated that the collective increase in water/sewer user fees will be no greater than 15%.
- A transfer of \$300,000 from the impact fee trust fund is budgeted as revenue for FY09 for the sewer system SCADA project.
- The WWTP project is moving forward and the final project design is expected by mid-2009. The bidding and construction phase will be completed before the end of FY2009.

CITY DEBT:

The City debt ratio is less than 5% and is well within acceptable accounting and State Department of Revenue Range. The City presently has the following long-term debts:

- 1) Water Plant - \$14,548,000 – Bonded for 40 years @ \$800K annual
- 2) FMPA Loan KV Line - \$1,600,000 – Two payments remain @160K annual
- 3) FMPA Public Works Bldg – \$1,500,000 – Ten payments remain at \$168K annual

It is anticipated that the City may incur additional debt during FY09 to fund the expansion of the WWTP and for the AMI Wireless Infrastructure Project. The City is in a solid position to absorb the required debt for these two projects.

BUDGET GOALS

LONG TERM – 10 YEARS

1. Ensure that the City has adequate capacity in wastewater systems to meet future demands of anticipated growth and comply with regulatory requirements. Note: City is now moving forward with WWTP expansion project with anticipation of construction activity by December 2009.
2. Work to acquire new facilities to house the City Hall, Police, and Utilities functions. Note: The new Public Works/Utilities Building will be completed by December 2008.
3. Increase opportunities for a variety of recreational experiences and enjoyment of natural resources associated with Lake Okeechobee. Support the Annual Sugar Festival and make it grow.
4. Strive to improve the efficiency of City government by making better use of technology as a tool, and by consolidating certain government functions through intergovernmental cooperation. Note: City will evaluate and consider significant Information Technology improvement during FY2009 consisting of wireless mesh networking system for automatic meter reading, /AMI, SCADA and video surveillance for water, sewer, and electrical services.
5. Work to expand the City through annexation. Population growth is inevitable and should be accommodated through careful planning and the provision of affordable housing. Plan housing for all income levels.
6. Strive to ensure the economic health and stability of the City of Clewiston through the development and execution of a comprehensive economic development plan. The underlying goal is to enhance the economic health of families in City of Clewiston, including families living below the poverty line.
7. Continue the beautification of public spaces, especially medians and gateways. Additional funds should be sought to continue beautification upgrades in all visible areas of the City. Note: The County's \$200,000 funding for the Highway 27 east and west gateway was finalized during CY 2008.

SHORT-TERM – FOR FY2009

The short-term goals to be accomplished for FY 2009 are provided as follows: Asterisk (*) indicates continuation from 2008.

- *1. Implement cost-cutting measures and identify additional revenue sources which will ultimately eliminate the City's General Fund revenue deficit. Key among continued measures should be declaration of surplus properties for public sale and placement on the City tax rolls. Note: The City's general fund deficit is "temporarily" eliminated for FY09; due to limited capital program and no enterprise fund revenue transfers.

*2. Continue the City Waste Water Treatment Plant expansion initiative. The preliminary design and funding arrangements should allow construction activity to commence during FY 2009. Support the connection of sewer service to all residential and business dwellings within the City limits. Support extension of a sewer collection line to the Hendry County Air Glades Industrial Park.

*4. Support the use and application of Hendry County Transportation Impact Fees to improve the efficiency and safety of eligible city road ways. Improvement of Ventura Avenue from Olympia Street to Francisco Street should be the first priority. The use of SFWMD and City CRA as supplemental funds to serve this need should be supported. Note: It is likely City will receive \$500,000 - \$750,000 in SFWMD funding for Phase I during FY2009.

*5. The Clewiston Community Redevelopment Agency (CRA) was established as planned during 2006. The CRA Redevelopment Plan and CRA Trust fund was finalized and implemented during FY 2007. The CRA is well underway with committed TIF funding of approximately \$250,000 annually. Continue to support creative programs in compliance with the Redevelopment Plan.

*6. Construction of the City of Clewiston Commerce Park was completed during 2008 with the benefit of \$1.3 million in grant funding from the State. Some land has been sold and business development in the park is underway. Continue to place a high priority on marketing remaining lots to meet development goals for quality job creation and strong capital investment levels for businesses desiring to locate within the park.

7. (NEW) Work aggressively to bring the proposed "Inland Port" facility to Hendry County. The City's water and sewer infrastructure will be economically advantageous to serve the proposed Hilliard property as the choice location for the Port.

CONCLUSION

The City's FY09 budget must be considered a "limp-along" budget which only covers fundamental expenses. Interestingly, for FY09 there are no enterprise fund transfers to the General Fund and no General Fund deficit, and even a small fund set aside to reserves. But, FY09 reflects a temporary condition which can not be continued into future budget years; clearly not beyond FY2010. Balancing the FY09 Budget was achieved due to: 1) the City eliminated traditional capital projects such as paving, sidewalks, and stormwater upgrades, 2) only essential capital items were purchased, 3) the "roll back" tax rate was approved which increased the millage, and 4) a significant increase in revenue realized from the change in Solid Waste Services. Be certain, the City will be challenged with very difficult financial conditions beyond FY09.

For the past five budget years it has been possible to apply reasonable predictions of anticipated revenues in relation to operational cost increases in preparing the annual budget. Conditions were for the most part consistent from one year to the next. Now, as with most cities throughout the state, we face the continuing effects of State Tax Reform, diminishing property values, and a "frightening" national, state and local economy – **RESULT - THE CITY HAS LESS MONEY TO**

PROVIDE THE SAME QUALITY SERVICES, BUT THE COSTS KEEP GOING UP. In this regard, the City’s FY09 Budget was crafted to provide the greatest level of protection possible as we move to the future in the face of the innumerable uncertainties. Every reasonable option was utilized to minimize increase of perpetual obligations.

The “hard times” which lay before us may be compounded by the unknown outcome of the South Florida Water Management District’s planned purchase of the United States Sugar Corporation. Thus, we must remain optimistic and unified with county, state, and federal leaders to meet all challenges until the situation plays out. Thanks to the City staff in working with me to produce this budget. I appreciate the leadership and the support of the Commission to approve a financial plan which will carry our community through the coming year. I look forward to working with each of you as we face the future.

Respectfully submitted,

Wendell Johnson

Wendell Johnson
City Manager

ATCH. FY2009 Budget Summary

RESOLUTION NO. 2023-084

**A RESOLUTION OF THE CITY OF CLEWISTON,
FLORIDA, ADOPTING A MILLAGE RATE FOR THE
LEVY OF AD VALOREM TAXES FOR FISCAL YEAR
2023-2024.**

WHEREAS, it is necessary that the millage rate for taxes to be levied on property located within the City of Clewiston, Florida be set by the City Commission of the City of Clewiston; and

WHEREAS, notices have been published as required concerning setting and adopting a millage rate; and

WHEREAS, the gross taxable value within the City of Clewiston, Florida has been certified by the Hendry County Property Appraiser to be \$350,283,179; and

WHEREAS, the City Commission finds and determines that it is in the public interest to set a millage rate of 6.5314 mills.

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

1. The Fiscal Year 2023 – 2024 millage rate is 6.5314 mills, which is greater than the rolled-back rate of 6.1047 mills by 6.99%.
2. This resolution will take effect immediately upon its adoption.

PASSED AND ADOPTED in open session this 18th day of September, 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

RESOLUTION NO. 2023-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024.

WHEREAS, the City Commission, after holding several budget sessions and carefully considering the financial needs of the City and the sources of revenue available to the City, is ready to adopt a budget for FY 2023-2024; and

WHEREAS, notice for this public hearing was published as required by law; and

WHEREAS, it is necessary for the City to approve and adopt a budget for FY 2023-2024; and

WHEREAS, the City Manager has recommended approval of this Budget; and

WHEREAS, the Manager has proposed a Budget as follows:

Fiscal Year 2023 - 2024

MILLAGE RATE – 6.5314 MILLS

PROJECTED REVENUES – UNRESTRICTED

Ad Valorem Taxes	\$2,223,942	
General Fund	14,279,392	
Electric Fund	20,692,608	
Water/Sewer Fund	5,929,050	
Solid Waste Fund	2,630,601	
Total Unrestricted Funds		\$45,755,593

PROJECTED REVENUES - RESTRICTED

C.R.A. (T.I.F.)	439,299	
BBF C.R.A. (T.I.F.)	450,595	
C.R.A. EXPANSION (T.I.F.)	107,837	
BBF C.R.A. EXPANSION (T.I.F.)	259,518	
State Grants (Library)	156,663	
BBF (Library)	132,675	
Total Restricted Funds		\$1,546,587

TOTAL PROJECT REVENUES AND OTHER FINANCING SOURCES		\$47,302,180
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**PROJECTED EXPENDITURES/EXPENSES - UNRESTRICTED
GENERAL FUND**

General Government	\$ 5,449,505	
Public Safety	4,126,059	
Transportation	1,361,647	
Physical Environment	389,546	
Culture and Recreation	4,748,045	
Human Services	428,532	
TOTAL PROJECTED GENERAL FUND EXPENDITURES		\$16,503,334

ENTERPRISE FUNDS

Electric	\$20,692,608	
Water/Sewer	5,929,050	
Solid Waste	2,630,601	
TOTAL PROJECTED ENTERPRISE FUNDS EXPENDITURES		\$29,252,259

PROJECTED EXPENDITURES – RESTRICTED

Community Redevelopment Agency	\$889,894	
Community Redevelopment Agency Exp.	367,355	
Library	289,338	
TOTAL PROJECTED RESTRICTED FUNDS EXPENDITURES		\$1,546,587

TOTAL PROJECTED EXPENDITURES/EXPENSES - All funds \$47,302,180

WHEREAS, Florida Statutes sets forth the requirement for municipal budgets.

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

Section 1. The Budget as shown in this Resolution is hereby adopted for Fiscal Year 2023-2024.

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED in open session this 18th day of September, 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 Elsken 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

09/13/23

(Print Dates)

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

(Website Dates)

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

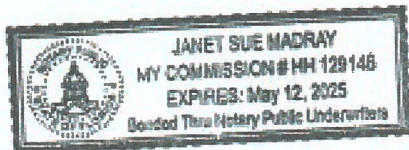
Katrina Elsken Muros

Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this

15th day of September, 2023.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC



NOTICE OF PROPOSED TAX INCREASE

The City of Clewiston has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy.....	\$	<u>2,064,003</u>
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$	<u>1,413</u>
C. Actual property tax levy.....	\$	<u>2,062,590</u>

This year's proposed tax levy.....\$ 2,287,840

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 18, 2023
5:05 PM
 at
Commission Chambers
Clewiston City Hall
115 West Ventura Avenue
Clewiston, Florida 33440

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

615245 LON/Hendry 09/13/2023

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 Elsken 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

09/13/23

(Print Dates)

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

(Website Dates)

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



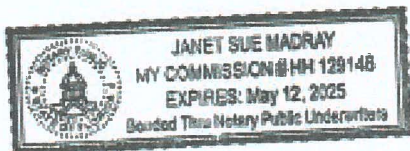
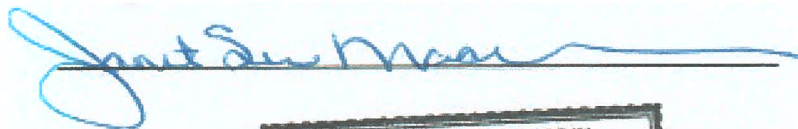
Katrina Elsken Muros

Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this

15th day of September, 2023.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

BUDGET SUMMARY

City of Clewiston - Fiscal Year 2023 - 2024

General Fund 6.5314
 Millage per \$1,000

ESTIMATED REVENUES	GENERAL FUND	CRA FUND	CRA EXP. FUND	GRANT FUND	ELECTRIC FUND	WATER/SEWER FUND	SOLID WASTE FUND	TOTAL ALL FUNDS
Taxes:								
Ad Valorem Taxes	2,223,942							2,223,942
Sales and Use Taxes	2,277,422							2,277,422
Licenses, Permits & Special Assessments	478,429					81,333		559,762
Intergovernmental Revenue	2,732,996	438,799	107,337	156,363				3,435,495
Charges for Services	1,557,381				12,512,410	4,646,817	2,047,454	20,764,062
Fines & Forfeitures	21,900				25,000			46,900
Miscellaneous Revenues	439,138	500	500	300	55,360	36,900	300	532,998
Non-Revenues	1,219,740				98,771			1,318,511
TOTAL SOURCES	10,950,948	439,299	107,837	156,663	12,691,641	4,766,050	2,047,754	31,159,092
Transfers In	1,618,392							1,618,392
Fund Balances/Reserves/Net Assets	3,933,994	450,595	259,518	132,675	8,001,067	1,164,000	582,847	14,524,696
TOTAL REVENUES, TRANSFERS and BALANCES	16,503,334	889,894	367,355	289,338	20,692,608	5,929,050	2,630,601	47,302,180
EXPENDITURES								
General Government	2,496,093							2,496,093
Public Safety	4,126,059							4,126,059
Transportation	1,361,647							1,361,647
Physical Environment	389,546				12,392,135	4,947,087	1,825,902	19,554,670
Economic Environment		800,905	330,619					1,131,524
Culture and Recreation	4,748,045			271,595				5,019,640
Human Services	428,532							428,532
TOTAL EXPENDITURES	13,649,922	800,905	330,619	271,595	12,392,135	4,947,087	1,825,902	34,118,165
Transfers Out					1,084,027	371,281	163,084	1,618,392
Fund Balances/Reserves/Net Assets	2,953,412	88,989	36,736	17,743	7,216,446	610,682	641,615	11,565,623
TOTAL APPROPRIATED EXPENDITURES	16,503,334	889,894	367,355	289,338	20,692,608	5,929,050	2,630,601	47,302,180
TRANSFERS, RESERVES & BALANCES								

The tentative, adopted, and / or final budgets are on file in the office of the above referenced taxing authority as a public record.

615246 LON/Hendry 09/13/2023

RESOLUTION NO. 2023-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ADOPTING THE CITY'S CAPITAL IMPROVEMENT PLANS FOR FISCAL YEAR 2023-2024.

WHEREAS, City Departmental Capital Improvement Plans have been updated for Fiscal Year 2024; and

WHEREAS, it is now necessary for the City Commission to adopt the City Departmental Capital Improvement Plans for Fiscal Year 2024.

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

SECTION 1. The City Commission of the City of Clewiston hereby adopts the attached Departmental Capital Improvement Plans for Fiscal year 2024.

PASSED AND ADOPTED in open session this 18th day of September, 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

Fire Department	Department #	Account Number	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	TOTAL	Funding Source
Cascade System	5050	564000											\$ -	
Command Vehicle	5050	564000											\$ -	
Thermal Imaging Camera	5050	564000	\$ 8,500.00			\$ 8,500.00							\$ 17,000.00	
Bunker Gear	5050	564000	\$ 44,000.00							\$ 26,400.00			\$ 70,400.00	
SCBA replacements	5050	564000						\$ 34,000.00					\$ 34,000.00	
Jaws of Life	5050	564000	\$ 12,700.00					\$ 28,000.00					\$ 40,700.00	
Rescue 1	5050	564000											\$ -	
Ice Machine	5050	564000					\$ 6,000.00						\$ 6,000.00	
Brush Truck Rebuild	5050	564000								\$ 30,000.00			\$ 30,000.00	
Drone	5050	564000			\$ 6,500.00								\$ 6,500.00	
Radio Equipment	5050	564000				\$ 350,000.00							\$ 350,000.00	
Rescue 2	5050	564000	\$ 260,000.00										\$ 260,000.00	
Engine 8	5050	564000		\$ 600,000.00									\$ 600,000.00	
Ladder 9	5050	564000					\$ 950,000.00						\$ 950,000.00	
Engine 12	5050	564000							\$ 400,000.00				\$ 400,000.00	
Tanker 4	5050	564000											\$ -	
1200 gallon deck gun	5050	564000	\$ 11,000.00										\$ 11,000.00	
Training Room	5050	564000	\$ 16,350.00										\$ 16,350.00	
Hose Replacement	5050	564000		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00			\$ 24,800.00	
Seal and paint fire station parking lot	5050	563000	\$ 4,250.00										\$ 4,250.00	
Totals	City cost = 1/3 of total		\$ 356,800.00	\$ 606,200.00	\$ 6,500.00	\$ 364,700.00	\$ 956,000.00	\$ 34,200.00	\$ 434,000.00	\$ 62,600.00	\$ -	\$ -	\$ 2,821,000.00	

City Funds \$763,400.00
County Funds \$1,626,800.00

Five Year Sum \$2,290,200.00

Golf Course 10 Year Capital Plan

Golf Course	Department #	Account Number	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	TOTAL
Fairway Mower	8086	564000		\$ 40,000				\$ 40,000				\$ 40,000	\$ 120,000
Rough Mower	8086	564000		\$ 50,000				\$ 50,000				\$ 50,000	\$ 150,000
Utility Rough Mower	8086	564000			\$ 17,000					\$ 17,000			\$ 34,000
Autonomous Mower	8086	564000	\$ 12,000				\$ 12,000				\$ 12,000		\$ 36,000
Greens Mower	8086	564000			\$ 30,000				\$ 30,000				\$ 60,000
Tees Mower	8086	564000	\$ 30,000				\$ 30,000				\$ 30,000		\$ 90,000
Sand Pro	8086	564000			\$ 7,000					\$ 7,000			\$ 14,000
Workman	8086	564000	\$ 20,000				\$ 20,000				\$ 20,000		\$ 60,000
Utility Vehicle	8086	564000				\$ 15,000				\$ 15,000			\$ 30,000
Roller	8086	564000				\$ 8,000				\$ 8,000			\$ 16,000
Slope Mower	8086	564000	\$ 20,000					\$ 20,000				\$ 20,000	\$ 60,000
Range Cart	8086	564000				\$ 17,000					\$ 17,000		\$ 34,000
Spray Rig	8086	564000				\$ 40,000					\$ 40,000		\$ 80,000
Irrigation Pump	8086	563000	\$ 266,000										\$ 266,000
Jockey Pump	8086	564000						\$ 8,000					\$ 8,000
Irrigation Project	8086	563000	\$ 1,113,000										\$ 1,113,000
Range Ball Dispenser	8086	564000								\$ 7,000			\$ 7,000
Range Ball Washer	8086	564000			\$ 3,300						\$ 3,300		\$ 6,600
Golf Carts	8086	564000	\$ 210,000						\$ 210,000				\$ 420,000
Core Harvester	8086	564000											\$ -
Greens Mower (Walk)	8086	564000			\$ 5,000					\$ 5,000			\$ 10,000
Truck	8086	564000			\$ 30,000						\$ 30,000		\$ 60,000
Computer Point of Sale	8086	564000				\$ 13,000							\$ 13,000
Top Dresser	8086	564000				\$ 20,000						\$ 20,000	\$ 40,000
Tractor	8086	564000						\$ 40,000					\$ 40,000
Front End Loader/Back Hoe	8086	564000					\$ 50,000						\$ 50,000
Cart Paths	8086	564000								\$ 40,000			\$ 40,000
Roof	8086	564000			\$ 150,000								\$ 150,000
Clubhouse Paint	8086	564000				\$ 20,000				\$ 20,000			\$ 40,000
Ice Machine	8086	564000				\$ 5,000						\$ 5,000	\$ 10,000
Range Picker	8086	564000			\$ 3,300							\$ 3,300	\$ 6,600
Greens Renovation	8086	564000				\$ 75,000	\$ 75,000						\$ 150,000
Cart Batteries/Cart Tires	8086	564000	\$ 75,000						\$ 75,000				\$ 150,000
Spreader	8086	564000								\$ 5,000			\$ 5,000
Turf Blower	8086	564000				\$ 8,000							\$ 8,000
Turf Aerator (Small Unit) Fairways	8086	564000											\$ -
Turf Aerator (Big Unit) Greens	8086	564000					\$ 25,000						\$ 25,000
Verticut Reels	8086	564000				\$ 5,000							\$ 5,000
Totals			\$ 1,441,000	\$ 395,000	\$ 245,600	\$ 226,000	\$ 212,000	\$ 158,000	\$ 315,000	\$ 124,000	\$ 152,300	\$ 138,300	\$ 3,407,200

Capital Improvement Fund (est 7/31/202: \$62,475

Five Year Sum \$ 2,519,600
Ten Year Sum \$ 3,407,200

Department/Item	Account Number	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	TOTAL
Water/Sewer												
Water Treatment Plant												
Replace RO Filters	420-3005-564000	\$38,560	\$38,560	\$38,560	\$38,560	\$38,560		\$250,000.00				\$442,800.00
Replace Feeder Pumps	420-3005-563000	\$-	\$150,000.00					\$300,000.00				\$450,000.00
Replace Transfer Pumps	420-3005-563000		\$35,000.00					\$35,000.00				\$70,000.00
Replace High Service Pumps	420-3005-563000	\$92,500.00						\$92,000.00				\$184,500.00
Replace Well Pumps	420-3005-563000							\$80,000.00				\$80,000.00
Well Rehab	420-3005-563000							\$55,000.00				\$55,000.00
Rebuild Chemical Pump Stations	420-3005-563000	\$125,690.00	\$30,000.00	\$30,000.00					\$30,000.00			\$215,690.00
Replace 1/2 Ton Service Truck	420-3005-564000	\$35,000.00						\$22,000.00				\$57,000.00
Rehab Ground Storage Tank	420-3005-563000							\$30,000.00				\$30,000.00
Update Software	420-3005-564000			\$20,000.00					\$20,000.00			\$40,000.00
Total		\$291,750.00	\$253,560.00	\$88,560.00	\$38,560.00	\$38,560.00	\$-	\$864,000.00	\$50,000.00	\$-	\$-	\$1,624,990.00
Transmission/Distribution												
Replace Laptops	420-3010-564000		\$2,000.00									\$2,000.00
Replace Hydrants	420-3010-563000	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$150,000.00
Hydraulic Pump & Tools	420-3010-564000	\$35,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$350,000.00
Building Repairs	420-3010-563000		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$18,000.00
Service trucks	420-3010-564000		\$82,000.00					\$35,000.00				\$117,000.00
Replace Large Backhoe	420-3010-564000		\$95,000.00									\$95,000.00
Replace Water Mains	420-3010-564000	\$25,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$2,275,000.00
Della Tobias	420-3010-563000		\$1,200,000.00									\$1,200,000.00
Alverde	420-3010-563000											\$0
Air Glades Extension	420-3010-563000		\$4,000,000.00									\$4,000,000.00
line cleaner (1/2 cost shared with sewer collection)		\$50,000.00										\$50,000.00
Total		\$125,000.00	\$5,706,000.00	\$327,000.00	\$327,000.00	\$327,000.00	\$282,000.00	\$317,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$8,161,000.00
Water Meter Reading												
AMI Project (carry forward as amendment)	420-3025-563011	\$1,470,526.00										\$1,470,526.00
Funded with ARPA Grant												
Total		\$1,470,526.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$1,470,526.00
Water/Sewer Administration												
Replace Copier	420-3042-564000			\$5,000.00				\$5,000.00				\$10,000.00
Utility Building Re-roof (Split w/Electric)	420-3042-562000					\$42,000.00						\$42,000.00
Total		\$-	\$-	\$5,000.00	\$-	\$42,000.00	\$-	\$5,000.00	\$-	\$-	\$-	\$52,000.00

Department/Item	Account Number	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	TOTAL
<i>Solid Waste</i>												
Commercial Front Loader	001-7072-564000					\$ 360,000.00						\$ 360,000.00
Grab Loader	001-7072-564000			\$ 180,000.00					\$ 180,000.00			\$ 360,000.00
Residential Side Loader	001-7072-564000						\$ 380,000.00					\$ 380,000.00
Dumpster	001-7072-564000	\$ 56,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 416,000.00
Tipper Carts	001-7072-564000	\$ 19,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 289,500.00
half ton pick up		\$ 35,000.00										\$ 35,000.00
Total		\$ 110,500.00	\$ 70,000.00	\$ 250,000.00	\$ 70,000.00	\$ 430,000.00	\$ 450,000.00	\$ 70,000.00	\$ 250,000.00	\$ 70,000.00	\$ 70,000.00	\$ 1,840,500.00
Five Year total	\$	930,500.00										
Ten Year total	\$	1,840,500.00										

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-087

- 1. Background/History:** Resolution No. 2023-087 authorizes the Mayor to execute the Audit and Examination Letters of Engagement from Mauldin & Jenkins, LLC dated August 17, 2023 for professional auditing services, to include the Clewiston Redevelopment Agency.

The Commission authorized a contract with Mauldin & Jenkins, LLC on October 17, 2022. City Manager Randy Martin and Finance Director Shari Howell asked for Letters of Engagement from Mauldin & Jenkins, LLC for fiscal year ending September 30, 2023. Letters of engagement are the standard utilized for municipal auditing services.

City Manager Randy Martin requests the Board authorize the execution of the Letters of Engagement.

- 2. Financial Impact:** \$67,600
- 3. Attachments:**
 - a. Resolution No. 2023-087
 - b. Audit Letter of Engagement dated August 17, 2023
 - c. Audit Letter of Engagement for Clewiston Redevelopment Agency dated August 17, 2023
 - d. Examination Letter of Engagement dated August 17, 2023
 - e. Examination Letter of Engagement for Clewiston Redevelopment Agency dated August 17, 2023
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-087.

RESOLUTION NO. 2023-087

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT AND EXAMINATION LETTERS OF ENGAGEMENT FROM MAULDIN & JENKINS, LLC DATED AUGUST 17, 2023 FOR PROFESSIONAL AUDITING SERVICES TO INCLUDE PROFESSIONAL AUDITING SERVICES FOR THE CLEWISTON REDEVELOPMENT AGENCY.

WHEREAS, the City of Clewiston ("City") solicited proposals for Professional Auditing Services; and

WHEREAS, the City received and opened the proposals on September 16, 2022; and

WHEREAS, the Auditor Selection Committee, appointed by the City Commission, evaluated and ranked the proposals and recommended the City Commission follow its rankings of the firms in awarding a contract for professional auditing services; and

WHEREAS, the City Commission followed the Auditor Selection Committee's recommendation and authorized a contract with Mauldin & Jenkins, LLC on October 17, 2022; and

WHEREAS, the request for proposals for Professional Auditing Services (RFP) included auditing services for fiscal years ending September 30, 2022, 2023 and 2024 with an optional two (2) one (1) year renewals to include audit services provided for the Clewiston Redevelopment Agency as needed; and

WHEREAS, the Clewiston City Commission is the governing body of the Clewiston Redevelopment Agency; and

WHEREAS, the Audit and Examination Letters of Engagement from Mauldin & Jenkins, LLC dated August 17, 2023 are for professional auditing services for fiscal year ending September 30, 2023 and include the Clewiston Redevelopment Agency.

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

SECTION 1. The Mayor is authorized to execute the attached Audit Letters from Mauldin & Jenkins, LLC dated August 17, 2023.

SECTION 2. The Mayor is authorized to execute the attached Examination Letters of Engagement from Mauldin & Jenkins, LLC dated August 17, 2023.

PASSED and ADOPTED in open session this 18th day of September, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

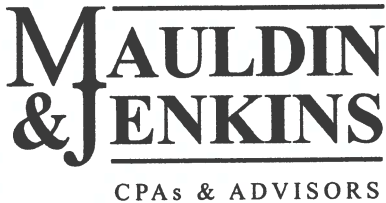
Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney



August 17, 2023

The Honorable City Commission
and City Manager
115 West Ventura Avenue
Clewiston, Florida 33440-3709

Attention: Mr. Randy Martin, City Manager
Ms. Shari Howell, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Clewiston, Florida (the "City"), for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual:
 - a. General Fund.
 - b. Other Governmental Fund.
3. Notes to Budgetary Comparison Schedule.
4. Schedule of the City's Proportionate Share of the Net Pension Liability – FRS.
5. Schedule of City Contributions – FRS.
6. Schedule of the City's Proportionate Share of the Net Pension Liability – HIS.
7. Schedule of City Contributions – HIS.
8. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.
9. Schedule of Changes in the City's Net Pension Liability and Related Ratios – Frozen Defined Benefit Retirement Plan.
10. Schedule of City Contributions – Frozen Defined Benefit Retirement Plan.
11. Schedule of Investment Returns – Frozen Defined Benefit Retirement Plan.
12. Notes to RSI – Frozen Defined Benefit Retirement Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Revenues and Expenses – Business-Type Activities – Water and Sewer Fund – Water and Sewer Systems.
2. Schedule to Determine Compliance with Interlocal Fire Protection Agreement.
3. Schedule to Determine Compliance with Interlocal Animal Control Agreement.
4. Schedule of Expenditures of Federal Awards and State Financial Assistance.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services State Projects Compliance Supplement*, as applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government*

Auditing Standards. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the

supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit at an agreeable time, and to issue our reports no later than May 31, 2024. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$51,500 for the year ended September 30, 2023. If Single Audits are necessary (either federal or state) an additional \$5,000 will be applied per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Members of the City Commission for the City of Clewiston, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC


Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Clewiston, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



CPAs & ADVISORS

August 17, 2023

The Honorable Mayor and
Members of the CRA Commission
Clewiston Community Redevelopment Agency
115 West Ventura Avenue
Clewiston, Florida 33440-3709

Attention: Mr. Randy Martin, City Manager
Ms. Shari Howell, Finance Director

We are pleased to confirm our understanding of the services we are to provide the Clewiston Community Redevelopment Agency (the "CRA") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the governmental activities and major fund, and the disclosures, which collectively comprise the basic financial statements of the CRA as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the CRA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the CRA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the CRA's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the CRA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy

fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to an exempt offering document with which Mauldin & Jenkins, LLC is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins, LLC is not involved with the contents of such offering document. In the event that Mauldin & Jenkins, LLC is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins, LLC will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the CRA will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the CRA in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The CRA is solely responsible for maintaining its own data and records. In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the CRA's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the CRA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or

the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in April 2024. Wade Sansbury, CPA is the engagement partner of the engagement and is the individual responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$6,100 for the year ended September 30, 2023. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our audit of the CRA's financial statements. Our report will be addressed to the Members of the City Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of

internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the CRA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Clewiston Community Redevelopment Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Clewiston Community Redevelopment Agency.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



CPAs & ADVISORS

August 17, 2023

The Honorable City Commission
and City Manager
115 West Ventura Avenue
Clewiston, Florida 33440-3709

Attention: Mr. Randy Martin, City Manager
Ms. Shari Howell, Finance Director

We are pleased to confirm our understanding of the services we are to provide for the City of Clewiston, Florida (the "City").

We will examine the City's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds as of and for the year ending September 30, 2023. The objectives of our examination are to: (1) obtain reasonable assurance about whether the City complied with the specified requirements above; and (2) to express an opinion as to whether the City complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the City Commission of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist.

However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination at an agreeable time. Our fees for these services are included in the City's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC


Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Clewiston, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



CPAs & ADVISORS

August 17, 2023

The Honorable Mayor and
Members of the CRA Commission
Clewiston Community Redevelopment Agency
115 West Ventura Avenue
Clewiston, Florida 33440-3709

Attention: Mr. Randy Martin, City Manager
Ms. Shari Howell, Finance Director

We are pleased to confirm our understanding of the services we are to provide the Clewiston Community Redevelopment Agency, Florida (the "CRA") for the year ended September 30, 2023.

We will examine the CRA's compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, as of and for the year ending September 30, 2023. The objectives of our examination are to: (1) obtain reasonable assurance about whether the CRA complied with the specified requirements above; and (2) to express an opinion as to whether the CRA complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the Commission of the Clewiston Community Redevelopment Agency. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the CRA and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the CRA complied with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the CRA is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.


Wade Sansbury, CPA is the engagement partner of the engagement. He is the individual responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We expect to begin our examination as soon as possible. Our fees for these services are included in the CRA's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC


Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Clewiston Community Redevelopment Agency.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-088

- 1. Background/History:** Resolution No. 2023-088 authorizes the application for a Beautification Grant from the Florida Department of Transportation (FDOT) for the final phase of the Sugarland Highway Royal Palm Landscaping Project. The City will request \$100,000 for the installation of 13 Royal Palms in the median of Sugarland Highway from San Luiz Avenue to the western terminus of the city.
- 2. Financial Impact:** \$22,600 for design fees and establishment period costs.
- 3. Attachments:**
 - a. Resolution No. 2023-088
 - b. Conceptual design
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-088

RESOLUTION NO. 2023-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AUTHORIZING THE MAYOR TO APPLY FOR AND IF THE CITY ACCEPTS THE BEAUTIFICATION GRANT, TO ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the CITY COMMISSION of the CITY OF CLEWISTON wishes to beautify and improve various rights of way by landscaping within the CITY OF CLEWISTON; and

Whereas, the CITY COMMISSION of the CITY OF CLEWISTON wishes to authorize the Mayor to **apply for a Beautification Grant** from the Florida Department of Transportation, and if awarded, **if the city approves the grant agreement, to enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement** between the CITY OF CLEWISTON and the Florida Department of Transportation.

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

Section 1. The CITY COMMISSION of the CITY OF CLEWISTON hereby authorizes the Mayor to **apply for a Beautification Grant** from the Florida Department of Transportation, and if awarded, if the CITY approves the grant agreement, **to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement** between the CITY OF CLEWISTON and the Florida Department of Transportation.

Section 2. The City Clerk of THE CITY OF CLEWISTON is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the CLEWISTON COMMISSION.

APPROVED AND ADOPTED by the CITY COMMISSION of the CITY OF CLEWISTON at regular meeting assembled this 18th day of September, 2023.

ATTEST:

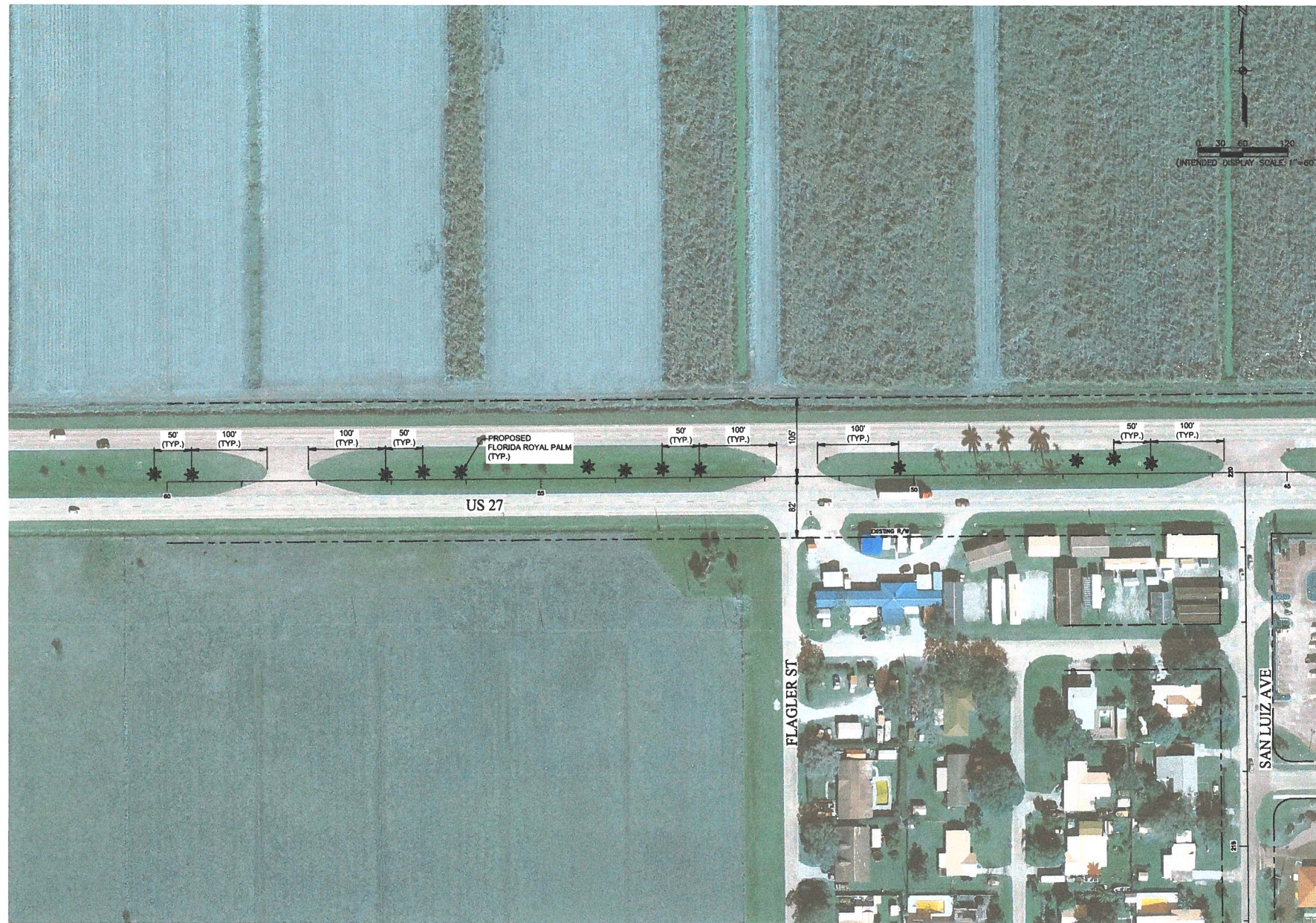
KATHY COMBASS, CITY CLERK

(City Seal)

JAMES PITTMAN, MAYOR

APPROVED AS TO FORM:

DYLAN BRANDENBURG, CITY ATTORNEY



JOHNSON ENGINEERING
 JOHNSON ENGINEERING, P.C.
 712 JOHNSON STREET
 P.O. BOX 1650
 FORT MYERS, FL 33904-1650
 PHONE (239) 334-0046
 F.A. #WZ & L.R. #WZ



STATE ROAD NO. 25 (US 27)
 HENDRY COUNTY, FLORIDA

NO.	REVISIONS DESCRIPTION	DATE

DATE: AUGUST 2023
 PROJECT NO. 202303282-014
 FILE NO. 09 & 16-43-34
 SCALE: AS SHOWN

LANDSCAPE EXHIBIT

SHEET NUMBER
1 OF 1

\\V:\6201\Drawings\2023\202303282-014\Landscaping\20230801\2023_Civilian_Landscape_US_27.dwg (Layout1) 02 Aug 23, 2023 - 2:02pm

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-091

1. **Background/History:** Resolution No. 2023-091 authorizes the Plumbing Services Agreement for the provision of plumbing services for the maintenance and repair for facilities owned by the city.

Request for Proposals #2023-06 was issued on August 16, 2023. Two proposals were received: Pam's Plumbing Inc. and Ackerman Plumbing, Inc. Both contractors are capable to provide the services specified in the RFP and staff recommends that the city enter into an agreement with each contractor.

2. **Financial Impact:** Unknown
3. **Attachments:**
 - a. Resolution 2023-091
 - b. Plumbing Services Contract
 - c. Rate Schedule – Pam's Plumbing, Inc.
 - d. Rate Schedule – Ackerman Plumbing, Inc.
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-091

RESOLUTION NO. 2023-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF CLEWISTON AND PAM'S PLUMBING, INC., AND BETWEEN THE CITY OF CLEWISTON AND ACKERMAN PLUMBING, INC. FOR THE PROVISION OF PLUMBING SERVICES.

WHEREAS, a request for proposals #2023-06 was completed on August 31, 2023 for the provision of plumbing services; and,

WHEREAS, Pam's Plumbing, Inc. and Ackerman Plumbing Inc. is each capable to provide the services specified in the RFP; and,

WHEREAS, Clewiston now wishes to contract with Pam's Plumbing, Inc. and Ackerman Plumbing Inc. for plumbing services within the City of Clewiston Utilities service territory.

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

SECTION 1. The attached Plumbing Services Agreements with Pam's Plumbing, Inc. and Ackerman Plumbing, Inc. are hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the attached Plumbing Services Agreements on behalf of the City.

PASSED AND ADOPTED in open session this 18th day of September, 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 Brandenburg, City Attorney

Exhibit A

FORM OF THE AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 20__, by and between the City of Clewiston (hereinafter called CITY) and _____ (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2. CONTRACT TIME.

2.1. The contractor shall commence work in accordance with mobilization schedule set forth within these specifications: "Service Schedules and Response Times". The contractor shall expedite the work and fully complete tasks within the minimum amount of time possible. It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the work to be performed outside of the typical working defined herein.

2.2 Under such conditions, and when authorized by the City , the contractor will be reimbursed for premium time for labor and supervision only, with premium time being defined as the rates bid and accepted as part of this contract for each appropriate job classification. Typical working hours for the purpose of this Contract shall be Monday through Friday, 7:00 AM through 4:00 PM inclusive.

2.3. LIQUIDATED DAMAGES. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY Five Hundred and 00/100 dollars (\$ 500.00) for each day that CONTRACTOR fails to meet the requirements of paragraph 2.1 for service schedules and response times.

ARTICLE 3. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the Work on a time and reimbursement cost basis as indicated in the compensation schedule, subject to adjustment as provided in the Contract Documents.

ARTICLE 4. CONTRACTOR'S REPRESENTATIONS.

In order to include CITY to enter into this Agreement CONTRACTOR makes the following representations:

4.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

4.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the General Conditions.

4.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 4.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

4.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

4.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.6. CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the Work consist of the following:

5.1. This Agreement consisting of _ pages.

5.2. Exhibits to this Agreement identified as: Contractor's Certificate of Insurance; _____
_____ inclusive.

5.3. Performance Bond and Payment Bond consisting of ____ pages (plus Power of Attorney Forms as applicable).

5.4. Notice of Award and Notice to Proceed.

5.5. General Conditions consisting of ____ pages.

5.6. Supplementary Conditions consisting of _____ pages.

5.7. Bid documents as listed in the table of contents of the Project Manual.

5.8. Specifications consisting of ____ pages (excluding drawings).

5.9. Addenda numbers _____ to _____, inclusive.

5.10. CONTRACTOR's Bid consisting of _____ pages.

5.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

5.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

5.13 Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 5.

ARTICLE 6. MISCELLANEOUS.

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

6.4 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 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.

6.5 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

6.6 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

6.7 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

6.8 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The City shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

6.9 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.10 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 7. INDEMNIFICATION.

7.1. Contractor shall indemnify and hold harmless City and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

7.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

7.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, CITY AND CONTRACTOR have signed this Agreement in three parts. Two counterparts have been delivered to CITY, and one counterpart to CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR on their behalf.

CITY OF CLEWISTON, FLORIDA

By: _____
James Pittman, Mayor

ATTEST

Mary K. Combass, City Clerk

Approved as to form and legal sufficiency:

Dylan Brandenburg, City Attorney

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of _____, Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT**

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: _____
Address: _____
City: _____

_____ State: _____ Zip: _____

Signature: _____

Date: _____

NON-CERTIFICATION:

Contractor Name: _____
Address: _____
City: _____

_____ State: _____ , Zip: _____

Signature: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA COUNTY OF
PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, _____
who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____,
the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Jupiter or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____
20____ by _____, who is personally known
to me or who has produced _____
as identification.

NOTARY SEAL: _____ Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida County of
Palm Beach

BEFORE ME, the undersigned authority, personally appeared,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____,
the Bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Jupiter or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____
20____ by _____, who is personally
known to me or who has produced _____
as identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action. _____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Company

Name and Address:

Signature	
Name and Title	
Date	

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the [name of Recipient] (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input style="width: 100%; height: 20px;" type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 300px;" type="text"/>	* DATE: <input style="width: 150px;" type="text"/>



REQUEST FOR PROPOSAL

City of Clewiston
 115 W. Ventura Ave
 Clewiston, FL 33440

PH: 863-983-1484 FX: 863-983-4055

Cover Sheet

Notification Date: August 16, 2023	Title Annual Plumbing Services	Solicitation # 2023-06	Opening Date & Time: August 31, 2023 2:00 PM
PRE-BID CONFERENCE DATE, TIME AND LOCATION: NONE			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <i>Pam's Plumbing inc</i>	
MAILING ADDRESS: <i>P.O. Box 1059</i>	
CITY-STATE-ZIP: <i>CLEWISTON, FL 33440</i>	
PHONE <i>863-983-7881</i>	EMAIL <i>pamsplumbing@embarqmail.com</i>
FAX: <i>N/A</i>	WEB ADDRESS:
AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE <i>8/16/23</i>
PRINTED NAME/TITLE <i>Christopher Vary</i>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	
<i>01-0804002</i> FEL/EIN Number:	DUNS Number:
Please initial by all that apply I acknowledge receipt/review of the following addendum	
<input type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4	

COMPENSATION SCHEDULE

BID NUMBER: 2023-06
TITLE: Plumbing Services

The undersigned, by submission of this bid, represents that he/she is familiar with and has determined the nature and conditions of this bid document as it relates to operations of the City of Clewiston, Florida; and that he/she has carefully examined and is thoroughly acquainted with all of the provisions of the technical specifications.

We hereby agree to supply the following price for the Plumbing Services described in this Invitation to Bid package:

Plumbing Services

- Item 1 Labor rate per person per hour – within 2 hour response time \$ 100.⁰⁰
- Item 2 Labor rate per person per hour \$ 100.⁰⁰
- Item 3 Labor rate per person per hour – weekend, holiday, after-hours Response \$ 150.⁰⁰

NOTE: Bidder is solely responsible for developing/ determining/ verifying for this project all plans/ all methods/ all quantities/ all measurements and all manufacturers' requirements/ recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the city's satisfaction, to include costs for all labor, all equipment, all materials, all rental/ leasing/ purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any/ all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's bid for this bid.

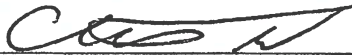
I hereby certify that I have read and understand the requirements of BID 2023-06 Plumbing Services and as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid.

Company Name: Pam's Plumbing inc

Address: 820 E. TRINIDAD

CLEWISTON, FL 33914

Submitted By: Christopher Vary Title: Pres
Printed name

Signature:  Date: 8/16/23



REQUEST FOR PROPOSAL

City of Clewiston

115 W. Ventura Ave

Clewiston, FL 33440

PH: 863-983-1484

FX: 863-983-4055

Cover Sheet

Notification Date: August 16, 2023	Title Annual Plumbing Services	Solicitation # 2023-06	Opening Date & Time: August 31, 2023 2:00 PM
PRE-BID CONFERENCE DATE, TIME AND LOCATION: NONE			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: ACKERMAN PLUMBING, INC.	
MAILING ADDRESS: 2011 WHITFIELD PARK LOOP	
CITY-STATE-ZIP: SARASOTA, FL 34243	
PHONE (941) 755-7448	EMAIL service@ackermanplumbinginc.com
FAX: (941) 756-7448	WEB ADDRESS: www.ackermanplumbinginc.com
AUTHORIZED SIGNATURE <i>Carly A. Bonora</i>	DATE 08/30/23
PRINTED NAME/TITLE CARLY A. BONORA - VICE PRESIDENT	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	
FEI/EIN Number: 20-1081289 DUNS Number: _____	
Please initial by all that apply I acknowledge receipt/review of the following addendum	
<u> N/A </u> Addendum #1	<u> N/A </u> Addendum #2
<u> N/A </u> Addendum #3	<u> N/A </u> Addendum #4

COMPENSATION SCHEDULE

BID NUMBER: 2023-06
TITLE: Plumbing Services

The undersigned, by submission of this bid, represents that he/she is familiar with and has determined the nature and conditions of this bid document as it relates to operations of the City of Clewiston, Florida; and that he/she has carefully examined and is thoroughly acquainted with all of the provisions of the technical specifications.

We hereby agree to supply the following price for the Plumbing Services described in this Invitation to Bid package:

Plumbing Services

Item 1 Labor rate per person per hour – within 2 hour response time	\$ <u>200.00</u>
Item 2 Labor rate per person per hour	\$ <u>175.00</u>
Item 3 Labor rate per person per hour – weekend, holiday, after-hours Response	\$ <u>300.00</u>

NOTE: Bidder is solely responsible for developing/ determining/ verifying for this project all plans/ all methods/ all quantities/ all measurements and all manufacturers’ requirements/ recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the city’s satisfaction, to include costs for all labor, all equipment, all materials, all rental/ leasing/ purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any/ all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder’s bid for this bid.

I hereby certify that I have read and understand the requirements of BID 2023-06 Plumbing Services and as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid.

Company Name: Ackerman Plumbing, Inc.

Address: 2011 Whitfield Park Loop

Sarasota, FL 34243

Submitted By: Carly A. Bonora Title: Vice President

Printed name

Signature: Carly A. Bonora Date: 8/29/23

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: September 18, 2023

Subject: Resolution No. 2023-090

- 1. Background/History:** Resolution No. 2023-090 authorizes the modification to the Phase 2 FDEM Watershed Planning Grant, Contract Number H0878. The modification extends the time for performance to December 31, 2023
- 2. Financial Impact:** None
- 3. Attachments:**
 - a. Resolution No. 2023-090
 - b. Modification to Subgrant Agreement between the Division of Emergency Management and the City of Clewiston
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-090

RESOLUTION NO. 2023-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF CLEWISTON.

WHEREAS, The Division of Emergency Management (“the Division”) and the City of Clewiston (“the Sub-Recipient”) entered into Contract Number H0878 to produce a Watershed master Plan; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement; and

WHEREAS, management recommends the Commission formally authorize the modification to the agreement.

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

SECTION 1. The City Commission hereby authorizes the modification to Subgrant Agreement Contract Number H0878 between the Division of Emergency Management and the City of Clewiston.

PASSED AND ADOPTED in open session this 18th day of September, 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 Brandenburg, City Attorney

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Clewiston
PROJECT #:	4337-004-Pag
PROJECT TITLE:	Phase 2 FDEM Watershed Planning Grant
CONTRACT #:	H0878
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Danny Williams Public Services Director 115 W Ventura Ave Clewiston, FL 33440

Enclosed is your copy of the proposed contract/modification between **City of Clewiston** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for sub-recipients other than Non-Profits
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Samantha Chaganis on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-5736 or email me at Caitlyn.Stroik@em.myflorida.com.

Contract Number: H0878

Project Number: 4337-004-Pag

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF CLEWISTON**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Clewiston ("the Sub-Recipient") to modify Contract Number H0878, dated, February 8, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$37,500.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on September 30, 2023; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:
(8) PERIOD OF AGREEMENT
This Agreement shall begin February 8, 2023 and shall end December 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF CLEWISTON

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
Watershed Master Planning Initiative
City of Clewiston, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual¹ and the 2021 Addendum to the Coordinator's Manual²). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP³ under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):

¹ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

² https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

³ See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at <https://fema.gov>.

- a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
 - b. Inventory of existing drainage system
 - c. Inventory of data availability
2. Locations of:
 - a. critical facilities, cultural/historical, and other places/areas of interest
 - b. vulnerable areas and their descriptions
 - c. natural and constructed drainage systems and channels
 3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
 - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
 - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
 - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
 - d. Determinations of the change in runoff from current to future, fully developed conditions
 - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
 - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
 - a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
 - b. the impact of climate change and sea level rise on fully developed conditions
 - c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
 - d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
 - e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:

Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

Step	Responsible Party	Deliverable	Month															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan																
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan																
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling																
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC																
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document																
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document																

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP:
An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient’s existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 9 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com. Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient’s inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution. The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 9 months from the

beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division’s feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

Step	Responsible Party	Deliverable	Month																	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
Revise Draft WMP	FAU																			
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document																		
Revisions based on the Division’s feedback	FAU																			
Step 8 – Submit completed WMP	Staff with FAU support	n/a																		
Step 9 - Commission Approval	Staff with FAU support	n/a																		

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 15 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 15 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising

Deliverable 2 no later than 15 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	Total Deliverable Value	Due Date
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	\$33,333.33	8 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	\$16,666.67	11 months after beginning of POP
Total	\$50,000.00	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient’s project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	3
Initial Flood Modelling (Task 1)	3
Preliminary Project Plan (Task 1)	2
Completed WMP (Task 2)	1
WMP Review (Task 2)	1
WMP Revisions (Task 2)	1
Division and Commission Approval (Task 2)	1
Total Period of Performance:	11

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than December 31, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	\$12,500.00	\$9,375.00	\$3,125.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$37,500.00	\$28,125.00	\$9,375.00
Other			
Project Total:	\$50,000.00	\$37,500.00	\$12,500.00

Funding Summary Totals

Federal Share:	\$37,500.00	75.00%
Non-Federal Share:	\$12,500.00	25.00%
Total Project Cost:	\$50,000.00	100.00%

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF SEPTEMBER 18, 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		Workshop December 2022	X	Ordinance approved 2/20/2023
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		(following legislative session)
8	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 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 SEPTEMBER 18, 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 (DRAFT)	X	Workshop May & June 2023		Draft Review Continues

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF SEPTEMBER 18, 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 May 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 – Appointments June 2023

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF SEPTEMBER 18, 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		

PROTECTIVE INSPECTIONS ACTIVITY REPORT August 2023

Building Department

- Issued 22 permits
- Performed 64 inspections
- Performed 32 plan reviews
- Serviced 303 customers (both by phone & walk-ins)
- Lien searches researched – 6
- Business Licenses issued – 82 (renewals & new)
- Issued 2 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

- 13 – Inspections
- The fire department responded to:
34 Total Calls



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
09/05/2023 11:05:58

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD013627 PUnit: 551 COPPLER A BUnit: 550	08/02/2023 10:19:21	ASSIST OTHER AGENCY	8360 CR 833	S60 Z	
CLPD23CAD013881 PUnit: 550 JONES W BUnit: 510	08/06/2023 8:40:03	ACO-PATROL-CITY	612 BOWDEN RD	S35 Z	
CLPD23CAD013958 PUnit: 550 JONES W	08/07/2023 7:13:51	CITIZEN ASSIST	4425 W SR 80	S17 Z	
CLPD23CAD013992 PUnit: 550 JONES W	08/08/2023 8:18:54	ACO-TRANSPORT	1141 COUNTRY CLUB BLVD	S35T Z 0	
CLPD23CAD014005 PUnit: 550 JONES W	08/08/2023 15:47:11	ACO-PATROL-CITY	812 LAUREL ST	S35 Z 42	
CLPD23CAD014405 PUnit: 550 JONES W	08/14/2023 8:36:47	ANIMAL COMPLAINT	601 W PASADENA AVE	S35 Z	
CLPD23CAD014407 PUnit: 550 JONES W	08/14/2023 9:35:19	ANIMAL COMPLAINT	SWEET LAKE CIRCLE	S35 Z	
CLPD23CAD014408 PUnit: 550 JONES W	08/14/2023 10:03:05	ANIMAL COMPLAINT	407 E AVENIDA DEL RIO	S35 Z	
CLPD23CAD014415 PUnit: 550 JONES W	08/14/2023 12:47:05	ANIMAL CONTROL CALL	1000 S DEANE DUFF AVE	S35 Z	
CLPD23CAD014424 PUnit: 550 JONES W BUnit: 551	08/14/2023 16:25:02	ASSIST OTHER AGENCY	780 N HACIENDA ST	S60 L	
CLPD23CAD014749 PUnit: 550 JONES W	08/18/2023 10:17:06	ANIMAL COMPLAINT	707 HOOVER DIKE RD 403	S35 Z	
CLPD23CAD014752 PUnit: 550 JONES W	08/18/2023 10:48:07	ANIMAL COMPLAINT	1855 TAMPA AVE	S35 F	
CLPD23CAD014754 PUnit: 550 JONES W	08/18/2023 13:11:29	ANIMAL COMPLAINT	416 W CIRCLE DR	S35 F	
CLPD23CAD014761 PUnit: 551 COPPLER A BUnit: 550	08/18/2023 16:03:30	ANIMAL BITES	1651 RIDGDILL RD	S35B H	
CLPD23CAD014942 PUnit: 550 JONES W	08/20/2023 20:11:06	ANIMAL COMPLAINT	1300 OLYMPIA ST	S35 Z	



CLEWISTON POLICE DEPARTMENT
CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
09/05/2023 11:05:59

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD015019 PUnit: 550 JONES W	08/21/2023 13:55:16	ANIMAL COMPLAINT	N BERNER RD	S35 Z	
CLPD23CAD015204 PUnit: 551 COPPLER A BUnit: 550	08/24/2023 21:51:31	ANIMAL COMPLAINT	PINE CONE AVE	S35 Z	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
09/05/2023 11:06:22

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD013550 PUnit: 551 COPPLER A	08/01/2023 12:00:03	FOLLOW UP	765 PERIMETER RD	1017 Z 42	
CLPD23CAD013627 PUnit: 551 COPPLER A BUnit1: 550	08/02/2023 10:19:21	ASSIST OTHER AGENCY	8360 CR 833	S60 Z	
CLPD23CAD013682 PUnit: 551 COPPLER A BUnit1: 561	08/03/2023 13:18:03	INFORMATION	901 W VENTURA AVE	S14 Z	CLPD23OFF000398
CLPD23CAD013719 PUnit: 551 COPPLER A	08/04/2023 10:35:04	EXTRA PATROL- BUSN	1300 OLYMPIA ST	S41B U 42	
CLPD23CAD013721 PUnit: 551 COPPLER A	08/04/2023 12:39:46	ACO-TRANSPORT	4425 W SR 80	S35T Z 0	
CLPD23CAD013809 PUnit: 551 COPPLER A	08/05/2023 10:04:04	ACO-TRANSPORT	2532 W INDIANTOWN RD	S35T Z	
CLPD23CAD013810 PUnit: 551 COPPLER A	08/05/2023 10:09:00	ACO-PATROL-CITY	1005 W SUGARLAND HWY	S35 Z 42	
CLPD23CAD014014 PUnit: 551 COPPLER A	08/08/2023 18:37:56	ACO-PATROL-COUNTY	1009 NALLS CT	S35 Z 42	
CLPD23CAD014046 PUnit: 551 COPPLER A	08/09/2023 14:02:27	ANIMAL CONTROL CALL	959 W SUGARLAND HWY	S35 L	
CLPD23CAD014047 PUnit: 551 COPPLER A	08/09/2023 15:02:20	ANIMAL COMPLAINT	S CABBAGE PALM ST	S35 N	
CLPD23CAD014122 PUnit: 513 MCLEOD B BUnit1: 506 BUnit2: 514 BUnit3: 551	08/10/2023 7:38:51	SPECIAL DETAIL	4425 W SR 80	S15 Z	
CLPD23CAD014199 PUnit: 551 COPPLER A	08/11/2023 8:01:42	ANIMAL COMPLAINT	393 S BERNER RD	S35 Z	
CLPD23CAD014424 PUnit: 550 JONES W BUnit1: 551	08/14/2023 16:25:02	ASSIST OTHER AGENCY	780 N HACIENDA ST	S60 L	
CLPD23CAD014487 PUnit: 551 COPPLER A	08/15/2023 0:06:09	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
CLPD23CAD014543 PUnit: 551 COPPLER A	08/15/2023 11:18:01	FOLLOW UP	393 S BERNER RD	1017 Z 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
09/05/2023 11:06:22

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD014629 PUnit: 551 COPPLER A	08/16/2023 10:27:42	ACO-PATROL-HARLEM	DELLA TOBIAS AVE	S80 U 42	
CLPD23CAD014634 PUnit: 551 COPPLER A	08/16/2023 14:01:38	ACO-TRANSPORT	1141 COUNTRY CLUB BLVD	S35T Z 0	
CLPD23CAD014699 PUnit: 551 COPPLER A	08/17/2023 7:18:05	ANIMAL COMPLAINT	1000 S DEANE DUFF AVE	S35 Z	
CLPD23CAD014761 PUnit: 551 COPPLER A BUnit1: 550	08/18/2023 16:03:30	ANIMAL BITES	1651 RIDGDILL RD	S35B H	
CLPD23CAD014786 PUnit: 551 COPPLER A	08/18/2023 20:26:54	ANIMAL CONTROL CALL	410 W ARROYO AVE	S35 Z	
CLPD23CAD014854 PUnit: 551 COPPLER A	08/19/2023 8:17:05	ANIMAL CONTROL CALL	1021 ALABAMA AVE	S35 Z	
CLPD23CAD015011 PUnit: 551 COPPLER A	08/21/2023 6:23:23	SPECIAL DETAIL	4600 KIRBY LOOP DR	S15 Z	
CLPD23CAD015179 PUnit: 551 COPPLER A	08/24/2023 12:20:05	ANIMAL CONTROL CALL	345 MONTURA AVE	S35 K	
CLPD23CAD015204 PUnit: 551 COPPLER A BUnit1: 550	08/24/2023 21:51:31	ANIMAL COMPLAINT	PINE CONE AVE	S35 Z	
CLPD23CAD015280 PUnit: 551 COPPLER A	08/25/2023 9:12:06	ANIMAL COMPLAINT	113 W OSCEOLA AVE	S35 Z	
CLPD23CAD015281 PUnit: 551 COPPLER A	08/25/2023 9:57:08	ANIMAL COMPLAINT	1300 OLYMPIA ST	S35 Z	
CLPD23CAD015283 PUnit: 551 COPPLER A	08/25/2023 10:45:29	ANIMAL COMPLAINT	EVERCANE RD	S35 Z	
CLPD23CAD015284 PUnit: 551 COPPLER A	08/25/2023 10:55:45	ANIMAL COMPLAINT	325 N W C OWEN AVE	S35 Z	
CLPD23CAD015286 PUnit: 506 NIEVES T BUnit1: 513 BUnit2: 551	08/25/2023 11:56:18	ANIMAL COMPLAINT	700 W SUGARLAND HWY	S35 F	
CLPD23CAD015293	08/25/2023 15:32:47	ANIMAL CONTROL CALL	113 W OSCEOLA AVE	S35 Z	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

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09/05/2023 11:06:22

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 COPPLER A					
CLPD23CAD015300	08/25/2023 19:38:20	ANIMAL COMPLAINT	418 E SAGAMORE AVE	S35 Z	
PUnit: 512 GARZA R BUnit1: 504 BUnit2: 514 BUnit3: 551					
CLPD23CAD015354	08/26/2023 8:13:56	ANIMAL COMPLAINT	325 N W C OWEN AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015355	08/26/2023 9:36:33	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015361	08/26/2023 11:31:08	ANIMAL COMPLAINT	W US HWY 27	S35 D	
PUnit: 513 MCLEOD B BUnit1: 506 BUnit2: 551					
CLPD23CAD015455	08/27/2023 9:10:14	ANIMAL COMPLAINT	325 N W C OWEN AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015456	08/27/2023 9:24:20	SUSPICIOUS PERSON	1005 W SUGARLAND HWY	S13P D	
PUnit: 513 MCLEOD B BUnit1: 551					
CLPD23CAD015457	08/27/2023 10:02:20	ANIMAL COMPLAINT	409 E PASADENA AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015481	08/28/2023 0:03:51	ANIMAL COMPLAINT	710 CADIZ ST	S35 Z	
PUnit: 551 COPPLER A BUnit1: 512					
CLPD23CAD015546	08/28/2023 9:30:26	ANIMAL CONTROL CALL	113 W OSCEOLA AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015549	08/28/2023 11:30:49	ANIMAL CONTROL CALL	1000 S DEANE DUFF AVE	S35 D	
PUnit: 551 COPPLER A					
CLPD23CAD015550	08/28/2023 12:52:45	ANIMAL CONTROL CALL	1213 DAVIDSON RD	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD015554	08/28/2023 14:21:49	ANIMAL COMPLAINT	115 S SAN PEDRO ST	S35 O	
PUnit: 551 COPPLER A					
CLPD23CAD015556	08/28/2023 17:58:32	ANIMAL COMPLAINT	629 W OBISPO AVE	S35 Z	
PUnit: 516 IZMA K BUnit1: 511 BUnit2: 515 BUnit3: 551					
CLPD23CAD015632	08/29/2023 9:48:09	ANIMAL CONTROL CALL	424 REDISH CIR	S35 Z	
PUnit: 551 COPPLER A					



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
09/05/2023 11:06:23

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD015635 PUnit: 551 COPPLER A	08/29/2023 10:50:49	ANIMAL CONTROL CALL	113 W OSCEOLA AVE	S35 Z	
CLPD23CAD015637 PUnit: 551 COPPLER A	08/29/2023 11:12:38	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35B Z	
CLPD23CAD015704 PUnit: 551 COPPLER A	08/30/2023 8:40:00	ANIMAL COMPLAINT	11141 COUNTY CLUB BLVD	S35 Z	
CLPD23CAD015715 PUnit: 551 COPPLER A	08/30/2023 14:19:11	ANIMAL COMPLAINT	431 E SAGAMORE AVE	S35 Z	
CLPD23CAD015728 PUnit: 551 COPPLER A	08/30/2023 20:44:17	ANIMAL COMPLAINT	263 HORSE CLUB AVE	S35 Z	

Animals Inducted by Date and Species

Criteria:

Enter from date: 08/01/2023

Enter to date: 08/31/2023

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2023375	Milly	S (Stray Cat)	08/02/2023			4 days.
S2023376	Wynjara	S (Stray Cat)	08/03/2023			0 days.
S2023379	Chia-3	S (Stray Cat)	08/04/2023			2 days.
S2023377	Chia-1	S (Stray Cat)	08/04/2023			2 days.
S2023378	Chia-2	S (Stray Cat)	08/04/2023			2 days.
S2023382	Chia-6	S (Stray Cat)	08/04/2023			2 days.
S2023381	Chia-5	S (Stray Cat)	08/04/2023			2 days.
S2023380	Chia-4	S (Stray Cat)	08/04/2023			2 days.
S2023383	Hawk	S (Stray Cat)	08/06/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		4 days.
S2023384	Morgan	S (Stray Cat)	08/08/2023			0 days.
S2023385	Panda	S (Stray Cat)	08/15/2023			1 week.
S2023387	woods-2	S (Stray Cat)	08/19/2023	Tito Nieves Clewiston		2 weeks.

				FL 33440	
S2023386	Woods-1	S (Stray Cat)	08/19/2023	<i>Tito Nieves</i> Clewiston FL 33440	2 weeks.
S2023388	Cheech n' Chong	S (Stray Cat)	08/22/2023		1 week.
S2023389	JD	S (Stray Cat)	08/23/2023		0 days.
S2023392	Rubble	S (Stray Cat)	08/24/2023		1 week.
S2023396	cat1	S (Stray Cat)	08/24/2023		0 days.
S2023391	Scotch	S (Stray Cat)	08/24/2023		5 days.
S2023393	Sia	S (Stray Cat)	08/24/2023		5 days.
S2023394	Luca	S (Stray Cat)	08/24/2023		1 week.
S2023390	Elphie	S (Stray Cat)	08/24/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440	1 week.
S2023395	Truffle	S (Stray Cat)	08/24/2023		1 week.
S2023400	Blueberry-4	S (Stray Cat)	08/25/2023		0 days.
S2023397	Blueberry-1	S (Stray Cat)	08/25/2023		0 days.
S2023401	Blueberry-5	S (Stray Cat)	08/25/2023		0 days.
S2023398	Blueberry-2	S (Stray Cat)	08/25/2023		0 days.
S2023399	Blueberry-3	S (Stray Cat)	08/25/2023		0 days.

		Cat)			
S2023406	Perez-4	S (Stray Cat)	08/29/2023		0 days.
S2023407	Perez-5	S (Stray Cat)	08/29/2023		0 days.
S2023403	Perez-1	S (Stray Cat)	08/29/2023		0 days.
S2023405	Perez-3	S (Stray Cat)	08/29/2023		0 days.
S2023404	Perez-2	S (Stray Cat)	08/29/2023		0 days.
S2023402	Nova	S (Stray Cat)	08/29/2023		1 week.

Total Cat: 33

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2023311	Dead Dog-3	A (Stray Dog)	08/01/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		0 days.
D2023099	Bayler	D (Dog)	08/02/2023	Hendry county sheriff HCSO 100 E El Paso Ave LaBelle FL 33440	Michael Smith 8360 CR 833 Clewiston FL 44330	1 day.
D2023100	Maggie	D (Dog)	08/03/2023	Gavin Frazier 207 Pine Ln Clewiston FL 33440	Gavin Frazier 207 Pine Ln Clewiston FL 33440	1 day.
A2023304	dead dog1	A (Stray Dog)	08/04/2023			0 days.
A2023305	dead dog2	A (Stray Dog)	08/04/2023			0 days.
A2023308	Buffy	A (Stray Dog)	08/08/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		2 weeks.

A2023309	Duffy	A (Stray Dog)	08/08/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	1 week.
A2023306	Elvis	A (Stray Dog)	08/08/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440	3 weeks.
D2023101	Ying	D (Dog)	08/08/2023	<i>Kennel Tech Abigail Colston</i> 410 West Arroyo Ave CLEWISTON FL 33440	3 weeks.
A2023307	Muffy	A (Stray Dog)	08/08/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440	6 days.
A2023310	Quinn	A (Stray Dog)	08/09/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	0 days.
A2023312	coco	A (Stray Dog)	08/17/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	2 weeks.
A2023313	Big Bertha	A (Stray Dog)	08/17/2023		2 weeks.
A2023314	Tiz	A (Stray Dog)	08/19/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440	2 days.
A2023316	Johnny	A (Stray Dog)	08/21/2023		1 week.
A2023317	Dan	A (Stray Dog)	08/21/2023		2 weeks.
A2023321	Gamora 3	A (Stray Dog)	08/27/2023		2 days.
A2023323	Gamora 5	A (Stray Dog)	08/27/2023		2 days.
A2023320	Gamora 2	A (Stray Dog)	08/27/2023		2 days.

A2023322	Gamora 4	A (Stray Dog)	08/27/2023			2 days.
A2023319	Gamora 1	A (Stray Dog)	08/27/2023			2 days.
A2023318	Gamora mom	A (Stray Dog)	08/27/2023			2 days.
A2023324	Drake	A (Stray Dog)	08/28/2023			1 week.
A2023326	Biggie	A (Stray Dog)	08/31/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 day.
A2023325	Ratnick	A (Stray Dog)	08/31/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		0 days.

Total Dog: 25

Total animals: 58

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

Generated by Animal Shelter Manager 48u [Mon 04 Sep 2023 10:22:24 AM UTC] at Clewiston Animal Services on 09/05/2023 by tlewis

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: 09/01/2023 02:04:03
 Report Date From: 08/01/2023
 Report Date To: 08/31/2023
 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

		August 2023	Total
911	Inbound	599	599
	Abandoned	67	67
	Abandoned %	10.06%	10.06%
	NSI %	12.76%	12.76%
	Unparsed	0	0
	Total	666	666
911 Non-NSI	Inbound	527	527
	Abandoned	54	54
	Abandoned %	9.29%	9.29%
	Total	581	581
911 NSI	Inbound	72	72
	Abandoned	13	13
	Abandoned %	15.29%	15.29%
	Total	85	85
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	74.3	74.3
	Total	666	666

PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: August 2023

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 09/01/2023 02:04:05

Report Date From: 08/01/2023

Report Date To: 08/31/2023

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	11	0	1	0	0	0	0	12	54.3	91.67 %	91.67 %	100.00 %	100.00 %
01:00	11	2	0	1	0	0	0	14	71.9	78.57 %	92.86 %	92.86 %	100.00 %
02:00	14	1	0	0	0	0	0	15	66.4	93.33 %	100.00 %	100.00 %	100.00 %
03:00	6	0	0	0	0	0	0	6	46.0	100.00 %	100.00 %	100.00 %	100.00 %
04:00	10	1	0	0	0	0	0	11	108.7	90.91 %	100.00 %	100.00 %	100.00 %
05:00	15	0	0	1	0	0	0	16	67.5	93.75 %	93.75 %	93.75 %	100.00 %
06:00	6	1	0	1	0	0	0	8	101.3	75.00 %	87.50 %	87.50 %	100.00 %
07:00	20	0	1	0	0	0	0	21	49.4	95.24 %	95.24 %	100.00 %	100.00 %
08:00	20	0	1	0	0	0	0	21	75.4	95.24 %	95.24 %	100.00 %	100.00 %
09:00	19	2	0	0	0	0	0	21	67.3	90.48 %	100.00 %	100.00 %	100.00 %
10:00	31	1	0	0	0	0	0	32	39.2	96.88 %	100.00 %	100.00 %	100.00 %
11:00	37	2	0	0	0	0	0	39	60.9	94.87 %	100.00 %	100.00 %	100.00 %
12:00	48	4	0	0	0	0	0	52	60.9	92.31 %	100.00 %	100.00 %	100.00 %
13:00	25	0	0	0	0	0	0	25	56.7	100.00 %	100.00 %	100.00 %	100.00 %
14:00	38	1	0	0	0	0	0	39	34.0	97.44 %	100.00 %	100.00 %	100.00 %
15:00	45	2	0	1	0	0	0	48	65.8	93.75 %	97.92 %	97.92 %	100.00 %
16:00	65	2	0	0	1	0	0	68	196.6	95.59 %	98.53 %	98.53 %	98.53 %
17:00	35	7	1	0	0	0	0	43	77.7	81.40 %	97.67 %	100.00 %	100.00 %
18:00	27	1	0	0	0	0	0	28	71.9	96.43 %	100.00 %	100.00 %	100.00 %
19:00	22	3	1	0	0	0	0	26	64.2	84.62 %	96.15 %	100.00 %	100.00 %
20:00	42	4	1	0	0	0	0	47	58.1	89.36 %	97.87 %	100.00 %	100.00 %
21:00	21	2	0	0	0	0	0	23	62.0	91.30 %	100.00 %	100.00 %	100.00 %
22:00	27	1	0	0	0	0	0	28	33.8	96.43 %	100.00 %	100.00 %	100.00 %
23:00	21	0	2	0	0	0	0	23	55.3	91.30 %	91.30 %	100.00 %	100.00 %
Total:	616	37	8	4	1	0	0	666	74.3	92.49 %	98.05 %	99.25 %	99.85 %
Overall %:	92.49%	5.56%	1.20%	0.60%	0.15%	0.00%	0.00%						

PSAP Ring Time

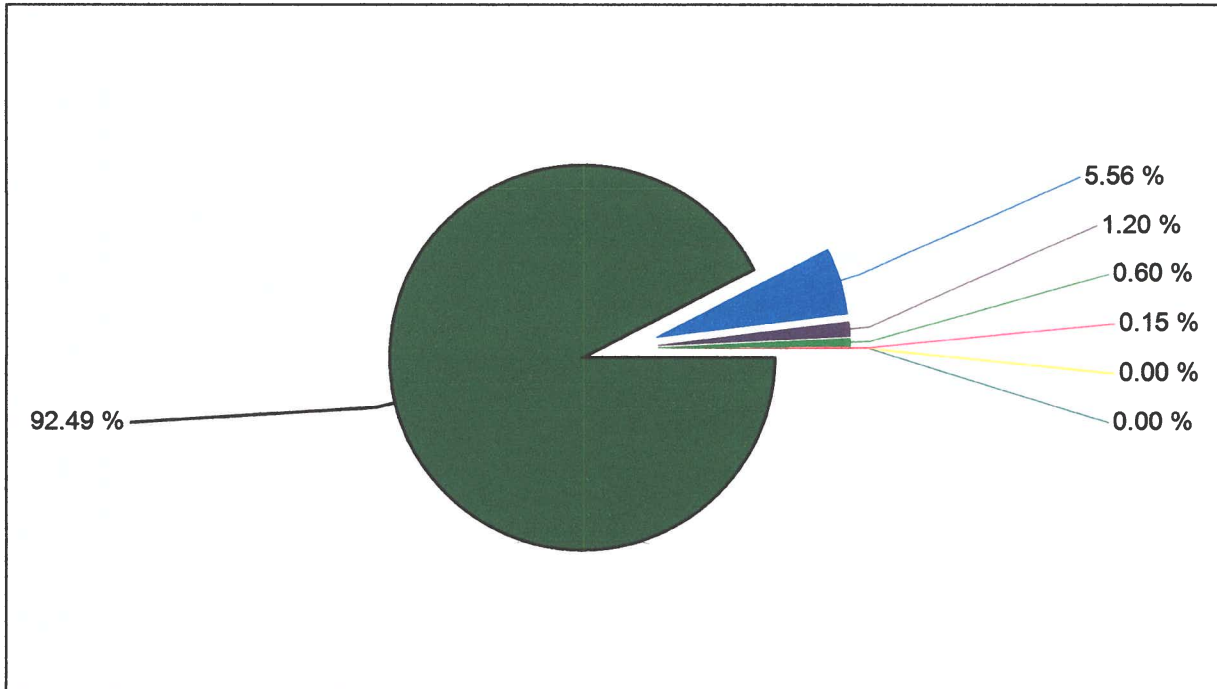
Clewiston PD
 4425 West State Road 80
 La Belle, FL 33935

County: Hendry

Month - Year: August 2023
 Agency Affiliation: Police
 PSAP Size: Extra Large

Report Date: 09/01/2023 02:04:05
 Report Date From: 08/01/2023
 Report Date To: 08/31/2023
 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 8/1/2023 and 8/31/2023

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

Call Type	# of Calls	Total Time	Average Time
ABANDONED VEHICLE	1	00 hours 5 mins	00 hours 5 mins
ALARM	47	06 hours 59 mins	00 hours 9 mins
ANIMAL BITE	2	01 hours 17 mins	00 hours 39 mins
ANIMAL COMPLAINT	55	31 hours 48 mins	00 hours 35 mins
ANIMAL TRANSPORT	4	15 hours 14 mins	03 hours 48 mins
ARMED	1	00 hours 6 mins	00 hours 6 mins
ASSAULT	1	N/A	N/A
ASSIST OTHER AGENCY	35	17 hours 29 mins	00 hours 29 mins
BATTERY	1	00 hours 58 mins	00 hours 58 mins
BURGLARY	1	00 hours 17 mins	00 hours 17 mins
BURGLARY TO A BUSINESS	1	03 hours 57 mins	03 hours 57 mins
BURGLARY TO A RESIDENCE	2	01 hours 5 mins	00 hours 33 mins
BURGLARY TO A VEHICLE	5	01 hours 49 mins	00 hours 22 mins
BUSINESS CHECK	822	29 hours 59 mins	00 hours 2 mins
BUSINESS ESCORT	28	11 hours 2 mins	00 hours 24 mins
CITIZEN ASSIST	82	54 hours 25 mins	00 hours 40 mins
CITY ORDINANCE VIOLATION	1	00 hours 20 mins	00 hours 20 mins
CIVIL MATTER	1	00 hours 21 mins	00 hours 21 mins
COUNTY ORDINANCE VIOLATION	1	00 hours 6 mins	00 hours 6 mins
COURT	2	06 hours 32 mins	03 hours 16 mins
CRIMINAL MISCHIEF	2	00 hours 21 mins	00 hours 11 mins
DISTURBANCE	16	08 hours 7 mins	00 hours 30 mins
DOMESTIC DISTURBANCE	4	02 hours 14 mins	00 hours 34 mins
DRUNK DRIVER	1	01 hours 21 mins	01 hours 21 mins

Call Type Summary

Date Range: between 8/1/2023 and 8/31/2023

Call Type	# of Calls	Total Time	Average Time
DRUNK PEDESTRIAN	1	N/A	N/A
ELECTRICAL FIRE	1	N/A	N/A
FIGHT /AFFRAY	3	00 hours 49 mins	00 hours 16 mins
FOLLOW UP	17	08 hours 30 mins	00 hours 29 mins
FORGERY / FRAUD	6	01 hours 29 mins	00 hours 15 mins
FOUND/ CONFISCATED NARCOTICS	1	00 hours 0 mins	00 hours 0 mins
FUNERAL ESCORT	2	00 hours 15 mins	00 hours 7 mins
HIT AND RUN ACCIDENT	3	02 hours 13 mins	00 hours 44 mins
ILLEGAL BURN	1	00 hours 15 mins	00 hours 15 mins
INFORMATION	16	11 hours 54 mins	00 hours 45 mins
JUVENILE SITUATION	15	05 hours 36 mins	00 hours 22 mins
LEGAL ADVICE	11	03 hours 43 mins	00 hours 20 mins
LOST /STOLEN TAG	1	00 hours 13 mins	00 hours 13 mins
LOST/ FOUND PROPERTY	7	01 hours 41 mins	00 hours 15 mins
MENTALLY ILL PERSON	2	00 hours 12 mins	00 hours 5 mins
MISSING PERSON RECOVERY	1	N/A	N/A
MULTIPLE AGENCY FIRE	1	N/A	N/A
NOISE COMPLAINT	10	02 hours 36 mins	00 hours 16 mins
OTHER NOT LISTED	7	03 hours 57 mins	00 hours 34 mins
PARKING VIOLATION	5	02 hours 57 mins	00 hours 36 mins
PRISONER IN CUSTODY	1	01 hours 15 mins	01 hours 15 mins
PRISONER TRANSPORT	21	21 hours 0 mins	01 hours 0 mins
RECKLESS DRIVER	3	00 hours 38 mins	00 hours 13 mins
RECOVERED VEHICLE	2	01 hours 51 mins	00 hours 55 mins
REPOSSESSION	3	00 hours 5 mins	00 hours 2 mins
RESIDENCE CHECK	610	05 hours 0 mins	00 hours 1 mins
ROAD OBSTRUCTION	6	00 hours 31 mins	00 hours 5 mins
SECURITY CHECK	2	00 hours 14 mins	00 hours 7 mins
SEX CRIME	1	03 hours 46 mins	03 hours 46 mins
SHOOTING	2	10 hours 3 mins	05 hours 2 mins
SHOPLIFTING	3	01 hours 20 mins	00 hours 27 mins
SICK PERSON/AMBULANCE	33	11 hours 1 mins	00 hours 20 mins
SMOKE	1	00 hours 4 mins	00 hours 4 mins
SPECIAL DETAIL	2	15 hours 15 mins	07 hours 37 mins
STOLEN VEHICLE	2	02 hours 4 mins	01 hours 2 mins
SUICIDE/ ATTEMPTED SUICIDE	1	01 hours 36 mins	01 hours 36 mins
SUSPICIOUS INCIDENT	14	03 hours 41 mins	00 hours 16 mins
SUSPICIOUS PERSON	42	12 hours 55 mins	00 hours 19 mins
SUSPICIOUS VEHICLE	21	09 hours 5 mins	00 hours 26 mins
TEST CAD CALL	1	00 hours 1 mins	00 hours 1 mins
THEFT	4	04 hours 2 mins	01 hours 1 mins
THEFT FROM A BUSINESS	4	01 hours 25 mins	00 hours 21 mins
TRAFFIC PROBLEM	2	03 hours 43 mins	01 hours 52 mins
TRAFFIC STOP	155	30 hours 32 mins	00 hours 12 mins
TRESPASSING	6	01 hours 39 mins	00 hours 16 mins
UNVERIFIED 911	11	02 hours 3 mins	00 hours 11 mins
UNWANTED GUEST	10	02 hours 56 mins	00 hours 18 mins
VEHICLE ACCIDENT	13	06 hours 39 mins	00 hours 31 mins
VEHICLE ACCIDENT/ DEPT UNIT	1	00 hours 25 mins	00 hours 25 mins
WARRANT	1	01 hours 41 mins	01 hours 41 mins
WELFARE CHECK	10	02 hours 49 mins	00 hours 17 mins

August 2023 Inspections			
Permit#	Inspection Type	Result	Inspected Date
15-0023	FINAL	Pass	8/4/2023
21-0058	FINAL	Pass	8/14/2023
21-0423	PLMB-RGH	Pass	8/7/2023
22-0059	WINDOW	NC	8/4/2023
22-0104	ELECT-F	Pass	8/4/2023
22-0131	INSUL	Pass	8/23/2023
22-0131	ELECT-R	NC	8/15/2023
22-0039	WINDOW/DOOR	NC	8/4/2023
22-0231	Pool Tie Beam	Pass	8/7/2023
22-0253	FORM BOARD	Pass	8/7/2023
22-0253	PLUMB-UG	Pass	8/7/2023
22-0329	SETBACK	Pass	8/18/2023
22-0329	FINAL	Pass	8/18/2023
23-0018	MR	Pass	8/18/2023
23-0076	Final	Pass	8/4/2023
23-0082	DRY-IN	Pass	8/14/2023
23-0082	FINAL	Pass	8/14/2023
23-0098	Driveway Final	Pass	8/4/2023
23-0117	PLMB-RGH	Pass	8/10/2023
23-0119	EXTERIOR WALLS	Pass	8/7/2023
23-0128	Final	NC	8/4/2023
23-0140	DRY-IN	Pass	8/7/2023
23-0140	FINAL	Pass	8/7/2023
23-0147	ELECT-F	Pass	8/11/2023
23-0147	BLDG-FNL	Pass	8/11/2023
23-0154	ELECT-R	NC	8/7/2023
23-0156	FINAL	NC	8/7/2023
23-0159	FRAME	Pass	8/30/2023
23-0159	FORM BOARD	Pass	8/28/2023
23-0169	ELECT-R	NC	8/17/2023
23-0171	FOUND	Pass	8/7/2023
23-0171	ELECT-R	Pass	8/24/2023
23-0171	DRYWALL	NC	8/16/2023
23-0177	FINAL	Pass	8/2/2023
23-0181	DRY-IN	Pass	8/4/2023
23-0181	FINAL	Pass	8/7/2023
23-0185	FOOTER/REBAR	Pass	8/23/2023
23-0185	SHEATHIN	Pass	8/4/2023
23-0106	MF	Pass	8/9/2023
23-0194	TIE BEAM	Pass	8/7/2023
23-0200	DRY-IN	Pass	8/3/2023
23-0200	FINAL	Pass	8/4/2023
23-0202	MR	Pass	8/7/2023
23-0202	MF	Pass	8/7/2023
23-0204	DRY-IN	Pass	8/2/2023

23-0204	FINAL	Pass	8/18/2023
23-0207	Driveway Apron Rough	Pass	8/7/2023
23-0207	Driveway Rough	Pass	8/7/2023
23-0207	Driveway Final	Pass	8/10/2023
23-0212	DRY-IN	Pass	8/18/2023
23-0185	FRAME	Pass	8/4/2023
23-0216	DRY-IN	Pass	8/18/2023
23-0128	Final	Pass	8/10/2023
23-0156	FINAL	Pass	8/17/2023
22-0239	Pool Final	NC	8/7/2023
22-0131	PLMB-RGH	Pass	8/18/2023
23-0222	DRY-IN	Pass	8/25/2023
23-0220	DRY-IN	Pass	8/28/2023
	Reinspec	Pass	8/25/2023
	Reinspec	Pass	8/25/2023
	Reinspec	Pass	8/25/2023
23-0194	TIE BEAM	Pass	8/18/2023
22-0131	ELECT-R	Pass	8/18/2023
23-0171	PLMB-RGH	Pass	8/18/2023
TOTAL 64			

August 2023 Permits							
Company Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Next Roofing, Inc	8/3/2023	REROOF	23-0216	806 E Sugarland Hwy	11,000.00	0	136.5
Royals OK Lunch Inc	8/4/2023	DEMO-COM	23-0217	115 S Deane Duff Ave	5,000.00	0	50
Yosmany Jimenez	8/7/2023	ACC-BLDG	23-0218	548 Old Farm Place	1,000.00	0	84.5
Universal Group	8/7/2023	REROOF	23-0219	332 E Pasadena Ave	10,900.00	136.5	0
Clyde Johnson Contracting & Roofing, Inc. CBC1261	8/9/2023	REROOF	23-0222	613 Ridgeview Cir	42,000.00	0	297.7
Mompie Construction Corp	8/9/2023	REROOF	23-0220	421 W Alverdez Ave	13,200.00	0	152.1
Jason Kline	8/9/2023	FENCE	23-0221	801 N Lopez St	1,000.00	0	84.5
Brandy Spear	8/18/2023	ACC-BLDG	23-0223	705 Orchard Park Dr	4,795.00	0	105.3
Fermin Rodriguez	8/18/2023	BLDG-RMR	23-0224	819 E Trinidad Ave	3,000.00	0	94.9
Cane Nutrition	8/21/2023	TMP-SIGN	23-0225	300 S W C Owen Ave	45	0	45
Harry Sanchez	8/21/2023	REROOF	23-0226	1021 Caribbean Ave	6,200.00	0	115.7
Harry Sanchez	8/21/2023	REROOF	23-0227	1021 Caribbean Ave	2,100.00	0	94.9
CEDAR COVE INC.	8/21/2023	REROOF	23-0228	1005 W Sugarland Hwy	547,326.00	0	3,382.00
Clyde Johnson Contracting & Roofing, Inc. CBC1261	8/22/2023	REROOF	23-0229	1004 Bayberry Loop	24,200.00	0	209.3
Bryant Roofing LLC	8/22/2023	REROOF	23-0230	328 W El Paso Ave	12,650.00	0	146.9
EASTERN SIGNS LLC	8/24/2023	SIGN	23-0231	910 W Sugarland Hwy	6,000.00	110.5	0
Affordable Gas	8/28/2023	FUEL-GAS	23-0232	209 Cypress Ave	8,500.00	0	126.1
Clyde Johnson Contracting & Roofing, Inc. CBC1261	8/29/2023	REROOF	23-0233	301 S Gloria St	800,000.00	0	4,698.20
Clyde Johnson Contracting & Roofing, Inc. CBC1261	8/29/2023	REROOF	23-0234	316 W Sugarland Cir	18,000.00	0	172.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261	8/29/2023	REROOF	23-0235	434 E Trinidad Ave	9,000.00	0	126.1
Wright Construction Group	8/30/2023	DEMO-COM	23-0236	1300 S Olympia St	220,725.00	65	0
Wright Construction Group	8/30/2023	BLDG-RMC	23-0237	1300 S Olympia St	681,000.00	4,079.40	0
TOTAL 22					2,427,641.00	4391.4	10,122.60

Monthly Facility & Park Rentals
AUGUST RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	4	2 Mobile Food Pantry, 1 Repass Dinner, 1 Wedding Reception
Beardley Room	2	City Open Enrollment, AYSO
Youth Center	10	1 USSC Luncheon, 1 Family Reunion, 3 Baby Showers, 1 Taekwondo Open House, 2 Sugar Dolls, 2 Boy Scouts
C.S. Mott Pool	819	Patron Swim, 2 Private Group Swim, 3 Private Pool Parties, 1 Glow Swim
STP Pavilion #1		
STP Pavilion #2		
STP Pavilion #3	2	Birthday Party, Repass Dinner
STP Pavilion #4	1	Repass Dinner
Sugarland Park Pavilion	3	Birthday Parties
Trinidad Park	1	Baby Shower
Civic Park / Gazebo		
Sugar Festival Field		
Splash Pad	2	Birthday Party
Chickee		
Sugarland Sports Complex		
Field 1		
Field 2		
Field 3		
Field 4		
Field 5		
Field 6	1	Midnight Madness Softball Tournament
Field 7	1	Midnight Madness Softball Tournament
Field 8		
Field 9		
Soccer West		
Soccer Center		
Soccer East		

City of Clewiston
Public Works Department
Monthly Productivity Report
August 1, 2023 thru August 31, 2023

Fleet Management

Units worked on

Fire Dept.	1	Solid Waste	4
Electric Dept.	2	Streets	8
Utilities	5	Recreation	3
Police Dept.	5	Animal Control	

Facility Maintenance

Clerical hrs.	34	Pressure washing hrs.	
Plumbing hrs.	18	Painting hrs	2
Electrical repair hrs.	51	Building repairs hrs	48
Air conditioning repairs (Hrs)	55		

Solid Waste

Commercial (Tons)	296.64	Horticulture (Tons)	51.39
Residential (Tons)	361.95	Recycled materials (Lbs)	48
Special pick ups	35	Pick up revenue	\$5,490.00
Tipper carts placed	8	Shopping carts collected	16
Recycled scrap metal (Tons)	6.13	Scrap metal revenue	\$185.20

Streets and Sidewalks

Drainage

Streets swept (miles)	62	Street debris (Tons)	6.01
Street repairs hrs	12	Streets painted (hours)	28
Sidewalks installed (L/F)		Sidewalk repair (L/F)	70

Signs

Information signs	4	Equipment lettered	1
Regulatory signs	12	Signs repaired	14

Landscaping

Trees planted / removed	3	Landscape trimming (Hrs)	2
Weed control (gallons)	108	Manual weed control (hours)	19
Litter control (Lbs)	308	Mowing (Hrs)	28
Sprinkler repairs (Hrs)	3	Storm drains cleaned	119

Notes:

Staff has been pushing up dirt that was given to the City from the lake project.

12 Hours were spent picking up palm fronds.

21 hours were spent picking up road side debris piles.

Staff helped the Waste Water Dept. with a lift station repair.

City of Clewiston
Sugarland Sports Complex
Monthly Productivity Report

Aug-23

Game Field Preparation

Fields mowed (Hrs)	<u>68</u>	Field borders mowed (Hrs)	<u>34</u>
String trimming (Hrs)	<u>22</u>	Manual weed control (Hrs)	<u>21</u>
Fields watered (Hrs)	<u>53</u>	Sprinkler repairs (Hrs)	<u>3</u>
Field striping (Hrs)	<u>0</u>	Batter boxes marked (Hrs)	<u>0</u>
Pitching mounds rebuilt (Hrs)	<u>0</u>	Bases reset/ moved (Hrs)	<u>2</u>
Clay surfaces raked (Hrs)	<u>8</u>	Clay added to surface (Hrs)	<u>4</u>
Field top dressed (Hrs)	<u>0</u>	Fields fertilized (Hrs)	<u>0</u>
Fields ariated (Hrs)	<u>0</u>	Fields weeded (Hrs)	<u>6</u>

Park Maintenance

Fence repair (Hrs)	<u>8</u>	Gate repairs (Hrs)	<u>8</u>
Pressure cleaning (Hrs)	<u>0</u>	Building painting (Hrs)	<u>0</u>
Net repairs (Hrs)	<u>0</u>	Bleacher repairs/cleaning (Hrs)	<u>0</u>
Litter pick up (Hrs)	<u>38</u>	Garbage can empty/clean (Hrs)	<u>10</u>
Office Work (Hrs)	<u>4</u>	Shop Organization (Hrs)	<u>7</u>
Machine Maintenance (Hrs)	<u>8</u>	Extermination (Hrs)	<u>0</u>
Graffiti/Painting (Hrs)	<u>0</u>		

Notes:

Fixed oil leak on ground master 4500
repaired pulley and belts on scag

UTILITIES MONTHLY ACTIVITY REPORT FOR AUG 2023

ELECTRIC DEPARTMENT

Kwh purchased	10,694,622	Month of August
Kwh sold	9,595,840	
Total Electric Meters	4,181	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	735	197	7	105 minutes
Street Light repairs	6			
Voltage checks	5			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	37,058	18,533	55 Million Gall
Total Water Meters	3665		
Water Breaks	3		

SEWER PLANT

Gallons Processed	0.80	Month of August
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OFFICE ACTIVITY

New Accounts (Move Ins)	46
Closed Accounts (Move Outs)	24
Disconnects for Nonpayment	93
Reconnects from Nonpayment	63
Meter Rereads Completed	39
All Locates	24
All Meter Changes	47
Miscellaneous	127
Trim Tree	4
Total other Work Orders completed	502
Total Work Orders Completed by all Departments	983