



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, October 21, 2019– 5:00 p.m.

CALL MEETING TO ORDER

PRAYER AND PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA

PUBLIC COMMENTS – At this time, any person will be allowed to speak.

1. **Consent Agenda**

- A. City Commission Workshop Minutes – July 22, 2019*
- B. City Commission Meeting Minutes – July 22, 2019*
- C. City Commission Budget Workshop Minutes – July 22, 2019*
- D. Proclamation – National Farm City Week – November 20-27, 2019*
- E. Event Application – Homecoming Parade*
- F. Resolution No. 2019-70 – Partial Settlement Agreement and Mutual Release*
- G. Resolution No. 2019-71 - Release of Lien*

Exhibit: Agenda Item No. 1A-G

Recommendation: Recommended motion is to approve the consent agenda.

ORDINANCE

2. **Ordinance No. 2019-09 – First Reading** - Ordinance No. 2019-09 abandons a portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue with deed restrictions.

Exhibit: Agenda Item No. 2

Recommendation: Commission Discretion

RESOLUTIONS

3. **Resolution No. 2019-72** – Resolution No. 2019-72 approves the City of Clewiston Net Metering Service Rate Schedule, Application and Standard Interconnection Agreement for interconnection of the net meters.

Exhibit: Agenda Item No. 3

Recommendation: Recommended motion is to approve Resolution No. 2019-72.

4. **Resolution No. 2019-73** – Resolution No. 2019-73 approves the final payment in the amount of \$1,448.65 to Community Asphalt Corp. for the 2019 Hot Spot Paving Project pending final release of lien.

Exhibit: Agenda Item No. 4

Recommendation: Recommended motion is to approve Resolution No. 2019-73 pending final release of lien.

5. **Resolution No. 2019-74** – Resolution No. 2019-74 approves the final payment in the amount of \$22,198.00 to Community Asphalt Corp. for the 2019 Overlay Paving Project pending final release of lien.

Exhibit: Agenda Item No. 5

Recommendation: Recommended motion is to approve Resolution No. 2019-74 pending final release of lien.

6. **Resolution No. 2019-75** – Resolution No. 2019-75 approves the agreement between FMPA and the City of Clewiston regarding the City's Advance Metering Infrastructure (AMI) Deployment – Phase 1.

Exhibit: Agenda Item No. 6

Recommendation: Recommended motion is to approve Resolution No. 2019-75.

7. **Resolution No. 2019-76** – Resolution No. 2019-76 authorizes the issuance of the City's promissory note, series 2019 in the principal amount not to exceed \$300,000; pledges certain revenues to repay such note; provides for the creation of certain funds; and awards the note to First Bank by negotiated sale in order to finance the purchase of certain municipal equipment and associated finance costs.

Exhibit: Agenda Item No. 7

Recommendation: Recommended motion is to approve Resolution No. 2019-76.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

8. **Departmental Monthly Activity Reports** - Presented for information only.
9. **Attorney/Client Meeting (Shade Meeting)** – This meeting was requested by City Attorney Gary Brandenburg at the September 23, 2019 Commission Meeting regarding the matter of City of Clewiston v. Johnson-Prewitt & Associates, Inc.

COMMENTS FROM CITY MANAGER

COMMENTS FROM THE CITY ATTORNEY

COMMENTS FROM THE CITY COMMISSION

ADJOURNMENT

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

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

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

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

Mary K. Combass, Interim City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, July 22, 2019

The City of Clewiston City Commission held their regular workshop in the City Hall Commission Chambers, Monday, July 22, 2019. The meeting was called to order at 4:30 p.m. by Mayor Gardner.

Attendance: Commissioners present were: Mayor Mali Gardner, Vice Mayor Michael Atkinson, Commissioner Melanie McGahee and Commissioner Julio Rodriguez. Commissioner Kristine Petersen was absent.

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA – Mayor Gardner stated that the C-21 Bridge Project Update and Resolution No. 2019-46 will be added as Agenda Item No. 11 and the Departmental Monthly Activity Reports will be renumbered to Agenda Item No. 12.

1. Consent Agenda

- A. Special City Commission Meeting Minutes – April 29, 2019*
- B. City Commission Workshop Minutes – May 6, 2019*
- C. City Commission Meeting Minutes – May 6, 2019*
- D. Informational Item – Ceres Environmental Services, Inc. decided not to move forward with the execution of the Contract for Disaster Debris Removal and Disposal Services*
- E. Informational Item – Florida Department of Environmental Protection approval of request for pre-authorization of Disaster Debris Management Site*
- F. Informational Item - Grant Adjustment Notice*

Exhibit: Agenda Item No. 1A-F

Recommendation: Recommended motion is to approve the consent agenda.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

- 2. Re-appointment of City of Clewiston Planning and Zoning Board Members** – The Planning and Zoning Board consists of five members. Members for consideration of re-appointment are Lewell Hughes, Donald Hughes, Robert “Mickey” McGahee and Charles “Jerry” Cochrane for two-year terms.

Recommendation: Recommended motion is to approve the re-appointment of Lewell Hughes, Donald Hughes, Robert “Mickey” McGahee and Charles “Jerry” Cochrane for two-year terms.

3. **Approval of Truth in Millage (TRIM) Documents/information to be transmitted to the Hendry County Property Appraiser by August 4, 2019** – The Commission should approve the required information to be included in the 2019 Truth in Millage (TRIM) Documents which must be transmitted to the Hendry County Property Appraiser by August 4, 2019. This is the second step in the TRIM process.

Exhibit: Agenda Item Report No. 3

Recommendation: Commission Discretion

4. **Discussion regarding the changing of dedicated alleys to easements** – The Planning & Zoning Board met on June 19, 2019 to review the proposed changes to Section 110-2 of the City of Clewiston Code of Ordinances regarding the definition of a rear setback.

Exhibit: Agenda Item Report No. 4

Recommendation: Commission Discretion

City Attorney Brandenburg explained that if an ordinance changing alleys to easements was adopted, the adjacent property owners would own to the middle of the easement and would be able to use that portion of the easement as their backyard setback. Commissioner McGahee stated that she feels the City needs to enforce its regulations regarding encroachment into easements or change the ordinance. In response to Commissioner McGahee's request for the Planning and Zoning Board's comments on this matter, Community Development Director Travis Reese stated the Board's biggest concern was that they thought people would encroach into the easements. Attorney Brandenburg noted that the encroachment would be a code enforcement matter. Code Enforcement Officer Debbie McNeil stated that she handles easement encroachment violations but there is an overabundance of those violations. Mayor Gardner reminded the Commission that even with the additional setback, Mr. Diaz was still unable to do his project. Commissioner Rodriguez noted the Planning and Zoning Board originally approved Mr. Diaz' request and then when it was brought back to them, they disapproved it. He stated that he is in favor of approving this item. Director Reese reminded the Commission that the technical review committee recommended that the alleys not be abandoned in residential areas. Mayor Gardner said she feels this item should be tabled to the next meeting. Manager Martin agreed to review this matter. Commissioner McGahee suggested that copies of the previous meeting minutes regarding this matter also be reviewed. Attorney Brandenburg noted that this issue could be addressed street by street and combined with a code enforcement project. Mrs. Laura Smith expressed that she feels the regulations should be enforced.

5. **Discussion regarding the application for a Vacation of Easement, Right Of Way or Plat** – The Planning & Zoning Board met on June 19, 2019 to discuss the application for a Vacation of Easement, Right Of Way or Plat by Stephen E. and Norma R. Schneider requesting the City to abandon the easement described as "Parcel A" on the Descriptive Drawing prepared by Johnson-Prewitt & Associates, Inc., which parcel is adjacent to the applicants' homestead property located at 800 West Royal Palm Avenue.

Exhibit: Agenda Item Report No. 5

Recommendation: Commission Discretion

Attorney Brandenburg reviewed Mr. and Mrs. Schneider's request with the Commission. He stated that Mr. and Mrs. Schneider have been maintaining this easement and wish to have it abandoned. He also stated that they have paid the fee to bring this process forward and are willing to have the City include a deed restriction that it can never be built on. Mayor Gardner noted that the City did maintain the property but did not maintain it to the level that Mr. Schneider would like. She also stated the property owner adjacent to Mr. and Mrs. Schneider also wish to have the easement property adjacent to them abandoned but want to see what happens to Mr. and Mrs. Schneider's request before they make the request. Commissioner McGahee stated that Mr. and Mrs. Schneider maintain the easement property very well but expressed her concern with the way any future owners might use or maintain it. She also stated that she feels the property has some value. Mayor Gardner stated that she feels the value of the property should be looked at. Attorney Brandenburg stated that once the Commission decides if there is going to be a deed restriction, they could ask for an appraisal of the property. Commissioner McGahee expressed that she is not in favor of abandoning the easement with or without a deed restriction. Attorney Brandenburg said the abandonment would be advertised as an ordinance with a first and second reading. He added that a partial abandonment is also an option.

6. **Discussion regarding the use of internet in residential zoning districts** – Pursuant to a City resident's request, the Planning & Zoning Board met on June 19, 2019 to review proposed changes to Section 110-525 of the Clewiston Code of Ordinances regarding home occupations.

Exhibit: Agenda Item Report No. 6

Recommendation: Commission Discretion

Attorney Brandenburg said this is a request to bring the zoning code up to date as everyone uses the internet. He added that an ordinance would be needed to make the proposed changes and it does not change any requirements on home occupations.

7. **Discussion regarding the prohibition of outdoor roadside sales of merchandise** – Pursuant to a request by Alan Jay Chrysler Dodge Ram Jeep of Clewiston, the Planning & Zoning Board met on June 19, 2019 to review a proposed change to Section 58-10 of the Clewiston Code of Ordinances regarding outdoor roadside sales of merchandise.

Exhibit: Agenda Item Report No. 7

Recommendation: Commission Discretion

Attorney Brandenburg stated that the Planning and Zoning Board wanted to allow Alan Jay to continue to be hold their outdoor tent sales and do it multiple times each year. He then warned that with this approval, anyone could set up a used car lot and have tent sales in competition with Alan Jay.

8. **Discussion regarding City of Clewiston Honesty, Integrity and Government in the Sunshine Guide** – As the City Commission directed at the May 6, 2019 City Commission Meeting, City Attorney Brandenburg prepared a draft of a City of Clewiston Code of Ethics Guide.

Exhibit: Agenda Item Report No. 8

Recommendation: Commission Discretion

Attorney Brandenburg stated that the basis for the creation of this guide was the Florida Statutes and the guideline on how to interpret the statutes published by the State. He stated that the guide makes it easier to look up things. He also stated that a grand jury in a Palm Beach County case recommended that something similar to this be adopted. Commissioner McGahee expressed that she feels the guide is important and will help cut off conflicts before they happen. Commissioner McGahee and Mayor Gardner expressed that they would like to discuss the guide with Manager Martin. Mayor Gardner suggested that this item be tabled to another meeting. Manager Martin asked the Commission to take into consideration the aspect that reaffirms the Commission Manager form of government.

9. **Discussion regarding Medical Marijuana Moratorium** – Ordinance No. 2017-17 adopted by the City Commission on September 18, 2017 established a ban on medical marijuana treatment dispensary facilities. City Attorney Gary Brandenburg requested the medical marijuana moratorium be discussed.

Exhibit: Agenda Item Report No. 9

Recommendation: Commission Discretion

10. **Discussion regarding Fireworks** – City Attorney Gary Brandenburg.

Exhibit: Agenda Item Report No. 10

Recommendation: Commission Discretion

Attorney Brandenburg reviewed Martin County's Code with the Commission. He stated that in addition to prohibiting the manufacturing of fireworks, he added language that would also prohibit the remanufacturing of fireworks. Mayor Gardner expressed that she feels this ordinance should be considered.

11. **Resolution No. 2019-46** – Resolution No. 2019-46 authorizes the execution of the South Florida Water Management District's Application Waiver of the District's requirement to take final action on a permit application within 90 days of completeness.

Mayor Gardner stated that this item will be discussed at today's Commission Meeting.

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

PUBLIC COMMENTS - At this time, any person will be allowed to speak on any matter that pertains to City business.

COMMENTS FROM CITY MANAGER

COMMENTS FROM THE CITY ATTORNEY

COMMENTS FROM THE CITY COMMISSION

ADJOURNMENT

No official action was taken on any item.

The Workshop adjourned at 5:28 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
July 22, 2019

The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, July 22, 2019. The meeting was called to order at 5:31 p.m. by Mayor Gardner. The audience recited the Lord's Prayer and the Pledge of Allegiance.

Commissioners Present: Mayor Mali Gardner, Vice Mayor Michael Atkinson, Commissioner Melanie McGahee and Commissioner Julio Rodriguez. Commissioner Kristine Petersen was absent.

Personnel Present: City Manager Randy Martin, Interim City Clerk Kathy Combass, Finance Director Shari Howell, Assistant Police Chief Marci VanD'Huynslager, Public Works Director Sean Scheffler, Community Development Director Travis Reese, Library Director Natasha Hayes, Code Enforcement Officer Debbie McNeil, Chelsea Strawser, JD Lucas, City Engineer Andy Tilton and City Attorney Gary Brandenburg.

Visitors Present: Steve Schneider, Al and Sandra Morrell, Pepe Lopez, Dick Metz, Christine Howell, Phillip Roland, Asa and Betty Godsey, Laura Smith, Antonio Perez, Mike Atteberry, Lewell Hughes, Steve Daniel and Terry Gardner.

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA - Mayor Gardner welcomed Randy Martin, the City's new City Manager and stated that Agenda Item No. 11 is renumbered to Agenda Item No. 12 and an update on the C-21 Bridge Project and Resolution No. 2019-46 are added as Agenda Item No. 11.

1. Consent Agenda

- A. Special City Commission Meeting Minutes – April 29, 2019*
- B. City Commission Workshop Minutes – May 6, 2019*
- C. City Commission Meeting Minutes – May 6, 2019*
- D. Informational Item – Ceres Environmental Services, Inc. decided not to move forward with the execution of the Contract for Disaster Debris Removal and Disposal Services*
- E. Informational Item – Florida Department of Environmental Protection approval of request for pre-authorization of Disaster Debris Management Site*
- F. Informational Item - Grant Adjustment Notice*

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve the Consent Agenda. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

2. **Re-appointment of City of Clewiston Planning and Zoning Board Members** – The Planning and Zoning Board consists of five members. Members for consideration of re-appointment are Lewell Hughes, Donald Hughes, Robert “Mickey” McGahee and Charles “Jerry” Cochrane for two-year terms.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve the re-appointment of Lewell Hughes, Donald Hughes, Robert “Mickey” McGahee and Charles “Jerry” Cochrane for two year terms to the Planning and Zoning Board. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

3. **Approval of Truth in Millage (TRIM) Documents/information to be transmitted to the Hendry County Property Appraiser by August 4, 2019** – The Commission should approve the required information to be included in the 2019 Truth in Millage (TRIM) Documents which must be transmitted to the Hendry County Property Appraiser by August 4, 2019. This is the second step in the TRIM process.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to approve the proposed documents for transmittal to the Hendry County Property Appraiser’s Office using the current millage rate of 6.5314. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

4. **Discussion regarding the changing of dedicated alleys to easements** – The Planning & Zoning Board met on June 19, 2019 to review the proposed changes to Section 110-2 of the City of Clewiston Code of Ordinances regarding the definition of a rear setback.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to table this matter to the next Commission Meeting on August 19, 2019. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

5. **Discussion regarding the application for a Vacation of Easement, Right Of Way or Plat** – The Planning & Zoning Board met on June 19, 2019 to discuss the application for a Vacation of Easement, Right Of Way or Plat by Stephen E. and Norma R. Schneider requesting the City to abandon the easement described as “Parcel A” on the Descriptive Drawing prepared by Johnson-Prewitt & Associates, Inc., which parcel is adjacent to the applicants’ homestead property located at 800 West Royal Palm Avenue.

City Attorney Brandenburg reviewed the applicant’s request and stated that the applicant has agreed to accept the property with a deed restriction and the adjacent property owner is waiting to see what is going to happen with Mr. Schneider’s application before submitting a request to abandon “Parcel B”. He also stated that at today’s workshop, the Commission requested an appraisal of the property and that request should be considered in a motion. He noted that other items the Commission should consider is whether there would be a deed restriction or a partial abandonment. Mayor Gardner stated that she feels we have to look at the value of the property in order to make a decision. She also stated that she does not feel a decision could be made until we have more information unless the Commission wishes to

deny the request. She further stated that if the City decides to proceed in abandoning the property, a first and second reading of an ordinance would be required.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to table this matter to continue the discussion until an appraisal is done. Vote 3 yeas, 1 nay (Commissioner Petersen was absent and Commissioner McGahee voted nay.)

Before the vote, Vice Mayor Atkinson suggested that the Commission decide if a deed restriction would be required so that the restriction would be considered in the appraisal. Mayor Gardner also raised questions as to whether the City should pay for the appraisal since Mr. and Mrs. Schneider have paid the \$2,500 application fee to the City. Attorney Brandenburg stated the Commission could agree to pay the cost of the appraisal if they felt it was in the public's interest. Vice Mayor Atkinson made a motion for the City to pay the cost of the appraisal. After discussion regarding the application process costs and Mr. Schneider agreeing to pay the cost of the appraisal, Vice Mayor Atkinson rescinded his motion.

6. **Discussion regarding the use of internet in residential zoning districts** – Pursuant to a City resident's request, the Planning & Zoning Board met on June 19, 2019 to review proposed changes to Section 110-525 of the Clewiston Code of Ordinances regarding home occupations.

City Attorney Brandenburg explained that this ordinance would recognize that the City does not regulate internet activity in residential zoning districts. He clarified it would not change how the City regulates any home occupations or anything else in any of the zoning codes. Mayor Gardner read the proposed additional language to paragraph (a) of Section 110-525 of the Clewiston Code of Ordinances out loud.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve the proposed additional language for the first reading of an ordinance. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

Before the vote, Attorney Brandenburg confirmed there were no cons to this change.

7. **Discussion regarding the prohibition of outdoor roadside sales of merchandise** – Pursuant to a request by Alan Jay Chrysler Dodge Ram Jeep of Clewiston, the Planning & Zoning Board met on June 19, 2019 to review a proposed change to Section 58-10 of the Clewiston Code of Ordinances regarding outdoor roadside sales of merchandise.

Exhibit: Agenda Item Report No. 7

Recommendation: Commission Discretion

Mayor Gardner summarized the request by Alan Jay Chrysler Dodge Ram Jeep of Clewiston. Attorney Brandenburg noted that the Planning and Zoning Board recommended approval of the proposed change and stated that if the Commission approves, an ordinance for first reading will come forward.

Vice Mayor Atkinson made a motion, seconded by Commissioner McGahee to approve the proposed change to Section 58-10 of the Clewiston Code of Ordinances to allow the sale of automobiles, recreational vehicles, or boats of merchants that currently hold a valid business license with the City within allowable zoning district. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

8. **Discussion regarding City of Clewiston Honesty, Integrity and Government in the Sunshine Guide** – As the City Commission directed at the May 6, 2019 City Commission Meeting, City Attorney Brandenburg prepared a draft of a City of Clewiston Code of Ethics Guide.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to table this item to another meeting to allow more time for the Commission to discuss this with Manager Martin. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

9. **Discussion regarding Medical Marijuana Moratorium** – Ordinance No. 2017-17 adopted by the City Commission on September 18, 2017 established a ban on medical marijuana treatment dispensary facilities. City Attorney Gary Brandenburg requested the medical marijuana moratorium be discussed.

Attorney Brandenburg explained that the language in the City's moratorium needs to be amended to exclude CBD oil because it is legal to sell CBD oil in Florida. He also explained that because there are no real issues any longer regarding the uncertainty in regards to the sale and licensing of medical marijuana dispensaries, the Commission may want to consider providing some place in the City for that activity to occur. He confirmed the sale and licensing of medical marijuana dispensaries are still a violation of federal law and recommended an ordinance narrowly describing where that activity could occur so that the City would not be subject to any litigation for not allowing it at all. Mayor Gardner expressed that she feels more discussion is needed. She stated that she would like to see what other small towns are doing and feels the ordinance should be amended only to exclude CBD oil at this time.

Commissioner McGahee made a motion, seconded by Commissioner Rodriguez, to amend the ordinance to comply with the law with regards to CBD oil. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

10. **Discussion regarding Fireworks** – City Attorney Gary Brandenburg.

Exhibit: Agenda Item Report No. 10

Recommendation: Commission Discretion

Mayor Gardner stated that she has received complaints from residents regarding the amount of fireworks that are being set off in neighborhoods. Attorney Brandenburg suggested the Commission consider adopting an ordinance similar to Martin County's ordinance regarding fireworks and recommended language prohibiting re-manufactured fireworks be added. He described how some people make homemade cannons and indicated that activity is a

violation of both federal and state law and those people could be subject to imprisonment. He stated the ordinance would also prohibit firing off any fireworks on publicly owned land. Mr. Dick Metz addressed the Commission and expressed his concern with fireworks in residential neighborhoods that cause the ground and houses to shake. Attorney Brandenburg announced that if anyone in the County or City is using other explosives that are not derived from fireworks, it is against federal and state law and is subject to imprisonment. Ms. Laura Smith addressed the Commission and stated that it is her understanding that the new fireworks are more powerful but feels they are legitimate. Community Development Director Travis Reese explained that any type of projectile firework is illegal unless you are using it for agricultural purposes. Mayor Gardner stated that Attorney Brandenburg will bring an ordinance to the Commission for consideration. Commissioner McGahee expressed that she feels this is something the Police Department needs to enforce. Director Reese stated that it is a first degree misdemeanor to detonate those types of fireworks. He added that they are dangerous and illegal and urged the residents to attend the City's fireworks show.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, for Attorney Brandenburg to prepare an ordinance for first reading similar to Martin County's ordinance regarding fireworks with additional language prohibiting re-manufactured fireworks. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

11. **C-21 Bridge Project Update and Resolution No. 2019-46** – Resolution No. 2019-46 authorizes the execution of the South Florida Water Management District's Application Waiver of the District's requirement to take final action on a permit application within 90 days of completeness.

City Engineer Andy Tilton updated the Commission on the C-21 Bridge Project. He stated that the application for an environmental resource permit has been made to South Florida Water Management District. Mayor Gardner explained to the public that the City has applied for grant funding to begin the engineering work and the overview of the project to move the S169 structure. She stated the roadway to cross the levee will eventually go away. Engineer Tilton stated that the Water Management District has asked the City to waive the time clock for the time being to allow them more time to review the revised plans after they requested additional items on the plans. Engineer Tilton stated they are planning to submit the additional items that were requested with the architectural plans and recommended the Commission approve the time waiver. Mayor Gardner then read Resolution No. 2019-46 by title and explained that this resolution addresses the time waiver that Engineer Tilton discussed. Finance Director Shari Howell explained that there is a grant agreement with South Florida Water Management District for the technical services to prepare the plans to build the bridge and expressed that it is important that we keep this moving. She stated the deadline for this grant is August 31, 2019 and noted that we may have to ask for another grant extension.

Vice Mayor Atkinson made a motion, seconded by Commissioner McGahee to approve Resolution No. 2019-46. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

Mayor Gardner noted that the City's Lobbyist, Screven Watson, worked hard with the legislators to get the \$2,000,000 to build the new crossing onto the levee. Director Howell stated for the record, the reason this resolution was added to this agenda is because we just received the information today. She noted the deadline was July 26, 2019. Mayor Gardner stated that there will be a meeting on Friday, July 26, 2019 with the City, South Florida Water Management District, Florida Department of Transportation and U.S. Army Corps of Engineers regarding this project as it will be parallel with the Herbert Hoover Dike cutoff wall project, which is scheduled to start in November. Attorney Brandenburg stated that we want to make sure that we use every dollar available to us under the South Florida Water Management District Grant to further this project along in the best possible way. He added that he recommends a motion be made to authorize the City Manager to pursue that issue on the City's behalf to make sure those grant monies are fully utilized.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-46 and authorize the City Manager to make sure that the City uses every dollar available to us under the South Florida Water Management District Grant to further this project along in the best possible way. Vote 4 yeas, 0 nays (Commissioner Petersen was absent.)

11. Departmental Monthly Activity Reports - Presented for information only.

PUBLIC COMMENTS – Mr. Jerry Cochrane addressed the Commission and stated that there was an article in the Hendry Glades Sunday News with comments about zoning problems and asked if anyone had any comments about that matter. Commissioner McGahee stated that her understanding of the article was that it addressed property in the industrial area. She expressed that she understands there are things that need to be cleaned up there, but hopes that we focus harder on the “front door” of our community. She added that Code Enforcement Officer McNeil is working on those issues. Mayor Gardner expressed that she feels our “front porch” should take priority over the industrial area. Commissioner McGahee noted that the City does not have the manpower to enforce the code as much as we'd like.

Mr. Phillip Roland addressed the Commission and stated that he feels the City should spend its FY 2020 paving budget to resurface East Ventura Avenue. He added that he feels there is no other road travelled as much as Ventura other than U.S. 27.

Mr. Mike Atteberry addressed the Commission and expressed his concern with the speed of vehicles on Berner Road and golf carts with no registration and insurance. He stated that he should not be asked to do the City's job. Mayor Gardner noted that the speed limit for most streets is 30 mph. Options for traffic calming were discussed. Mayor Gardner asked Manager Martin to look at this matter. Director Reese suggested that staff get a group together to look at options. Mr. Atteberry suggested that we use stop signs to slow the traffic.

COMMENTS FROM CITY MANAGER – Mayor Gardner announced that there will be a joint gathering hosted by the Clewiston Chamber and Museum to get to know Manager Martin and

other new people in the community in September. Manager Martin stated that he has had an excellent first day on the job and is excited and ready to go to work. He thanked the Commission for the opportunity and assured the citizens that he will do everything that he can to work with staff and deliver the best quality services that we possibly can.

COMMENTS FROM THE CITY ATTORNEY – Regarding the fireworks issue, Attorney Brandenburg suggested that an ordinance be prepared for first reading that says that certain fireworks can only be shot off in a residential area between certain times and any other time, you would be arrested. After discussion, he agreed to work to prepare an ordinance for first reading.

COMMENTS FROM THE CITY COMMISSION – Commissioner McGahee asked Mayor Gardner to summarize the items that were secured by Lobbyist Screven Watson. Mayor Gardner stated that Lobbyist Watson worked hard with the legislators to receive the \$2,000,000 for the bridge project that was discussed tonight. She noted that it is a very big project as the bridge will be a raised crossing and we will be able to offer access to the water from someone's home. She also stated that grant funding in the amount of \$350,000 for two emergency generators was received and expressed her appreciation to Lobbyist Screven Watson, Senator Kathleen Passidomo and Representative Byron Donalds. She added that Hendry County received a \$1,000,000 appropriation for the engineering work for the wastewater treatment line from Clewiston's Wastewater Treatment Plant to Airglades and a \$400,000 appropriation for the Hendry County Fair and Livestock Facility.

Commissioner Rodriguez urged City residents to continue to come to the Commission Meetings to address things they feel the Commission needs to know in order to make the City a better place to live.

Vice Mayor Atkinson welcomed Manager Martin and apologized for missing last month's meeting. He announced that he is working with the Supervisor of Elections to resign his seat on the City Commission as of November 2020 in order to run for Hendry County Commissioner. He thanked everyone for their support and stated that he is looking forward to serving the City in a different capacity.

Mayor Gardner stated that she had the opportunity to welcome the new Chairman, Director and Attorney for the South Florida Water Management District last week as she showed them around our community. She invited them to come back so that we can host a South Florida Water Management Meeting or Workshop at the John Boy Auditorium. She also stated that Senator Rubio is hopefully coming to Clewiston in the near future to visit some of the Area Housing Commission projects. She further stated that she is looking forward to working with Mr. Martin, is thankful for the new faces at tonight's meeting and is looking forward to hearing from the community as we go into the budget process. She noted there is a budget workshop tonight and the other workshops are posted on the City's website.

ADJOURNMENT

The meeting adjourned at 6:54 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION BUDGET WORKSHOP
Monday, July 22, 2019

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, July 22, 2019. The workshop was called to order at 7:07 p.m. by Mayor Gardner.

Attendance: Commissioners present were Mayor Mali Gardner, Vice Mayor Michael Atkinson, Commissioner Melanie McGahee and Commissioner Julio Rodriguez. Commissioner Kristine Petersen was absent.

City Manager Randy Martin stated that he will be working with Finance Director Shari Howell on the budget process and would like to talk about the process after she concludes her presentation. Finance Director Shari Howell distributed an Analysis of State Revenue Estimates to the Commission and reviewed the major state revenues that are received by the City with the Commission. She stated that she will be working with Manager Martin on a budget workshop schedule and would like to schedule a workshop next Monday to discuss the Recreation and Library budgets. In response to Commissioner McGahee's questions regarding the local option gas tax, Director Howell explained that the local option gas tax revenue supports the City's streets and the revenue from the new local option gas tax has to be used on the capital elements of the comprehensive plan in which paving is an acceptable element. Manager Martin explained that the local option gas tax revenues have to be used for street related expenditures and stated that most communities do not use 100% of those revenues on paving. Manager Martin then reviewed the prioritization plan process for paving with the Commission. Commissioner Rodriguez opened a discussion regarding the resurfacing of Ventura Avenue. It was noted that the City has applied for grant funding for that project. Director Howell stated that her understanding is that we were hoping to incorporate a drainage project when the resurfacing was addressed on East Ventura Avenue. Commissioner McGahee asked when do you decide that the grant funding is not going to come. Manager Martin suggested that we do it in a piece meal fashion and maybe phase it in. Commissioner McGahee then asked if letters have been sent out regarding the requirement for driveway apron paving. Director Howell stated that the project is on her list of items to discuss with Manager Martin. She explained that it is a huge project estimated to be over \$3,000,000 with a total of about 500 aprons that need to be addressed. Vice Mayor Atkinson expressed that he feels we should only focus on commercial properties. In response to Vice Mayor Atkinson's question regarding the funding that is received in excess of what was budgeted, Director Howell and Manager Martin confirmed that those funds automatically go into reserves at the end of the fiscal year if it has not been appropriated, however if your overall expenditures are exceeding what you are receiving, then there may or may not be anything left to go into reserves.

The next budget workshop was scheduled for July 29, 2019 at 4:30 p.m. and Mayor Gardner indicated that she may not be able to attend that workshop. She asked for confirmation that the City did not increase the recreation budget by the amount received from the Hendry County School Board and Hendry County. Director Howell confirmed the recreation budget was not increased. Mayor Gardner then requested staff to look at the cost of providing recreation to everyone in the community. She expressed that she feels there should be more activities and events and the job description of the recreation director may need to be changed. Manager Martin stated that recreation should be brought and all age groups should receive the benefit. After further discussion, Mayor Gardner asked Manager Martin and Director Howell to come back with some recommendations.

Manager Martin stated that he will work on a budget process that will be much better in the future and will evaluate the process going forward. He also stated that he wants to be successful and is very optimistic and confident on his decision to come to Clewiston.

Commissioner McGahee asked Manager Martin for his policy or preference with meeting with Commissioners individually. Manager Martin stated that his door is open. He noted that he will provide the Commission with his new cell number and will come up with a schedule that would be good for him to be available for questions. Mayor Gardner expressed that it is beneficial to her for the City Manager to meet with her to review the agenda. Manager Martin stated that he tries to provide regular written updates to the Commission so that they are already aware of certain matters.

The workshop adjourned at 7:45 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



PROCLAMATION

NATIONAL FARM-CITY WEEK

WHEREAS, November 20th through 27th is National Farm-City Week, a time set aside to recognize and honor the contributions of the country's agriculturalists and to strengthen the bond between urban and rural citizens; and

WHEREAS, In Southwest Florida's five-county region including Charlotte, Collier, Glades, Hendry and Lee counties, the agricultural and natural resources industries contribute over 8-billion dollars annually to SW Florida's economy; and

WHEREAS, over 40% of the land in the five-county region is in agriculture, totaling over 1.3 million acres; and

WHEREAS, this agricultural land mass contributes immensely to the region's water recharge and wildlife habitat; and

WHEREAS, the region's farmers, growers and ranchers have been good stewards of the land for generations; and

WHEREAS, dollars generated in the rural, agricultural areas of our SW Florida counties are spent in the urban cities adding to the total prosperity of our region; and

WHEREAS, 2019 marks the 64th year of the National Farm-City Partnership; and

WHEREAS, we encourage all citizens to pause to recognize the contributions of our local farmers, farmworkers, growers and ranchers to our economy, our food supply and our society.

NOW THEREFORE, We, the City Commission of the City of Clewiston, Florida, do hereby proclaim the week of November 20-27, 2019 as **National Farm-City Week** in the City of Clewiston.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



EVENT APPLICATION

City of Clewiston

115 W. Ventura Ave.
Clewiston, FL 33440

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

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

Date of Event: 11.2.2019		Applicant's Name: CHS Student Council		Event: Homecoming Parade	
Mailing Address: 1501 S. Francisco st.		City: Clewiston		State/Zip Code: FL 33440	
Telephone No. 863.983.1520		Email Address: llossas@henry-schools.net		Fax No. 863.983.2168	
Representative to Contact: Sherrie Llossas			Telephone No: 863.983.1520 X212		
Site/Facility for Event:		Time Event Starts: 2:00	a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/>	Will Street be Closed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated No. of Attendance:		Time Event Ends: 4:00	a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/>	Beginning Time: 1:00	a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/>
				Ending Time: 4:00	a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/>
Description of Event:					
Will Food be Served?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will Alcohol be Served?*		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is Electricity Needed?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Mandatory Cleaning Fee (Determined by type of Event):		\$
Any other City Service/Equipment Needed? If Yes, explain:			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	City Supervisors Needed?	
				Supervisors @\$20 per hour =	
				\$	
The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.					

Applicant's Signature: S. Llossas	Date: 10/15/19
---	--------------------------

Fees (to be completed by City representative):

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

Remarks:

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

FIRE SAFETY PERMIT APPLICATION

Title of Event: CHS Homecoming Parade

Date(s) of Event: 11.1.2019 Estimated Attendance: _____ per day

Times of Event: 2:00 to 4:00 pm Set-up: 1:00 Breakdown: 4:00 p.m.

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

SPECIFIC TYPE OF EVENT (Check all that apply):

- Athletic Event
- Business Event
- Celebrations
- Community Event
- Concert/Band
- Fair/Carnival
- Fireworks
- Fundraiser
- Grand Opening
- Parade
- Political Event
- Place of Worship
- Wedding
- Other _____

Description of Event: _____

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.) N/A
 Gas Electric Charcoal Other: _____

Will any of the following event staging items be used? in front or near city hall for judges
 Canopy(ies) Quantity: _____ Sizes(s) LxWxH: _____
 Stage(s) Quantity: _____ Sizes(s) LxWxH: _____
 Tent(s) Quantity: _____ Sizes(s) LxWxH: _____

Please attach:

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

Producing Organization/Entity: CHS Student Council

Contact Name: Sherrie Llossas

Phone: 863-983-1520 Emergency contact: 863-599-9603

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

APPLICANT INFORMATION:

Name (Please Print): Sherrie Llossas

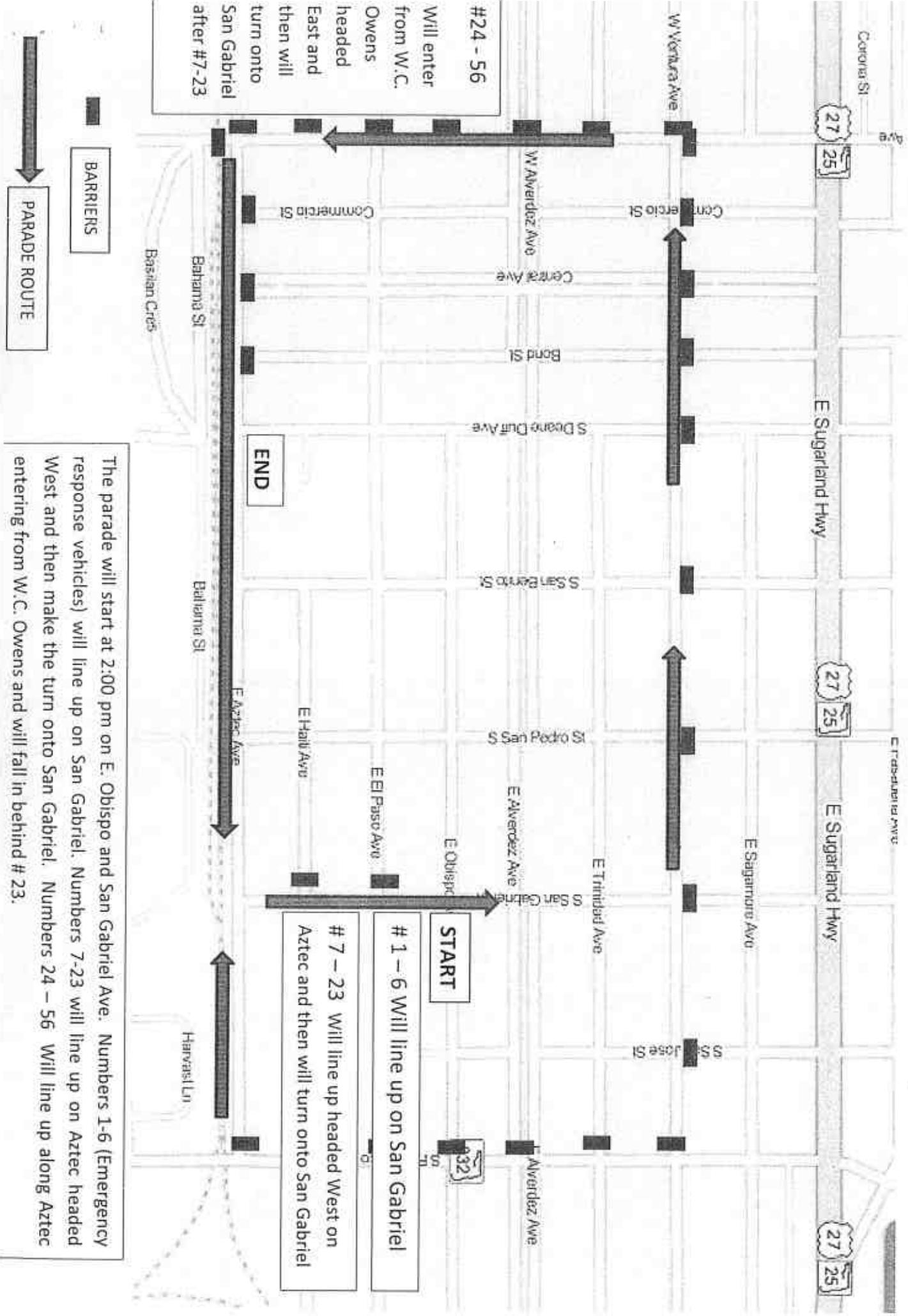
Signature: *S Llossas*

Mailing Address: 1501 S. Francisco St.

Phone: 863-983-1520 X212

Cell: 863-599-9603

Email: llossass@hendry-schools.net



PARADE ROUTE

BARRIERS

The parade will start at 2:00 pm on E. Obispo and San Gabriel Ave. Numbers 1-6 (Emergency response vehicles) will line up on San Gabriel. Numbers 7-23 will line up on Aztec headed West and then make the turn onto San Gabriel. Numbers 24 - 56 Will line up along Aztec entering from W.C. Owens and will fall in behind # 23.

**SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT**

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

CHS Homecoming Parade to be held on Nov. 1, 2019
(Name of Event) *(Date of Event)*

Student Council - Clewiston High School
Name of sponsoring Individual(s) or Organization/Group

1501 S. Francisco St.
Address

863-983-1520
Phone No. (include Area Code)

11055ass@hendry-schools.net
Email Address

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

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

AUTHORIZED REPRESENTATIVE

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

I, Roberto Sanchez warrant that I have authority to bind Clewiston H.S.
(Name of individual) *(Name of Organization/Group)*

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

[Signature]
Signature

10/14/19
Date

Signature

Date

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

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

(Print Name of Parent/Legal Guardian)

Signature

Date

RESOLUTION NO. 2019-70

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE PARTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF CLEWISTON AND JOHNSON-PREWITT & ASSOCIATES, INC.

WHEREAS, the City of Clewiston (“City”) commenced a lawsuit which is captioned *City of Clewiston, Florida v. Johnson-Prewitt & Associates, Inc.*, Case No.: 19-CA-000415 pending in the 20th Judicial Circuit, in and for Hendry County, Florida; and

WHEREAS, Johnson-Prewitt & Associates, Inc. (“JPA”) performed work set forth in Count 2 of its Counterclaim in the lawsuit; and

WHEREAS, although there is no admission of liability by any of the Parties, the Parties have determined that it is in their best interests to settle all disputes set forth in Count 2 of JPA’s Counterclaim in the lawsuit;

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

SECTION 1. The Mayor is hereby authorized to execute the attached Partial Settlement Agreement and Mutual Release.

PASSED AND ADOPTED in open session this _____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

PARTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This PARTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement") is entered into by and between CITY OF CLEWISTON, FLORIDA ("CITY") and JOHNSON-PREWITT & ASSOCIATES, INC. ("JPA") (collectively, the "Parties"). All of the Parties have legal capacity to enter into this Agreement and intend to be legally bound.

I. RECITALS

WHEREAS, CITY commenced a lawsuit which is captioned *City of Clewiston, Florida v. Johnson-Prewitt & Associates, Inc.*, Case No.: 19-CA-000415 pending in the 20th Judicial Circuit, in and for Hendry County, Florida, (the "Lawsuit");

WHEREAS, the JPA performed work set forth in Count 2 of its Counterclaim in the Lawsuit;

WHEREAS, although there is no admission of liability by any of the Parties, the Parties have determined that it is in their best interests to settle all disputes set forth in Count 2 of JPA's Counterclaim in the Lawsuit; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and to avoid further and protracted litigation, it is hereby agreed among the Parties as follows:

II. DISPOSITION OF COUNT 2 OF COUNTERCLAIM IN LAWSUIT

A. The Settlement Terms

1. The Parties agree to the mutual releases contained within this Agreement.
2. The Parties agree that on or before October ____, 2019, CITY shall pay JPA the sum of \$20,350.00 (the "Settlement Payment") by delivering such monies payable to "*Johnson-Prewitt & Associates, Inc.*" to the address 850 West Ventura Avenue, Clewiston, FL 33440. Time is of the essence with respect to the Settlement Payment.
3. Within three (3) business days of clearance of the Settlement Payment, JPA through counsel will dismiss Count 2 of the Counterclaim in the Lawsuit, with prejudice.
4. Except as otherwise provided herein, each Party agrees to waive any claims for attorneys' fees and costs it may possess against the adverse Party relating solely to Count 2 of JPA's Counterclaim in the Lawsuit.
5. This Agreement shall have no impact on any other claims in the Lawsuit.

B. Mutual Releases of All Claims in Count 2 of JPA's Counterclaim in the Lawsuit.

1. Except for the obligations under this Agreement, CITY and JPA hereby release, discharge and covenant not to sue each other, or their respective agents, representatives, employees, heirs, insurers, attorneys, agents, successors and assigns from and for any and all claims, demands, damages, costs, attorneys' fees, lawsuits, obligations, warranties, promises, administrative actions, charges and causes of action, in law or in equity, of any kind whatsoever which the parties ever had or now have against the other for, upon or by reason of any matter, cause or thing whatsoever, relating to or arising from Count 2 of JPA's Counterclaim in the Lawsuit, from the beginning of time up to and including the date of this Agreement. This Release shall have no impact on any other claims in the Lawsuit.

2. The Parties, themselves, represent and warrant that they have not and will not, on or before execution of this Agreement, assign or subrogate any of their rights, claims and causes of action relating to the Lawsuit, including any claims referenced in this Agreement, or authorize any other person or entity to assert such claim or claims on their behalf.

III. GENERAL PROVISIONS

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. A facsimile, PDF or e-mail signature will have the same force and effect as an original signature.

B. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any other prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement are of no force or effect.

CITY OF CLEWISTON, FLORIDA

JOHNSON-PREWITT & ASSOCIATES,
INC.

By: _____
Print Name: _____
Dated: _____

By: _____
Print Name: _____
Dated: _____

RESOLUTION NO. 2019-71

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN TO RELEASE AND DISCHARGE THE LIEN RECORDED IN OFFICIAL RECORDS BOOK 899, PAGE 1393 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

WHEREAS, the City of Clewiston ("City") placed a lien for clearing debris and mowing against the property of 204 Cypress Avenue for Code Enforcement Case File No. 15-0306, recorded in Official Records Book 899, Page 1393 of the Public Records of Hendry County, Florida; and

WHEREAS, as a result of a lien search on the property of 204 Cypress Avenue, the City has determined that proper notification and reasonable time for the code violation was not appropriately provided to the property owner; and

WHEREAS, the City desires to release and discharge the lien recorded in Official Records Book 899, Page 1393 of the Public Records of Hendry County, Florida.

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

SECTION 1. The Mayor is hereby authorized to execute the attached Release of Lien.

PASSED AND ADOPTED in open session this _____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

RECORD AND RETURN TO:

Gary M. Brandenburg, Esq.
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, FL 33408
(561) 799-1414

RELEASE OF LIEN(S)

KNOW ALL MEN BY THESE PRESENTS: That the City of Clewiston, Florida, the owner and holder of a certain lien assessed by the City of Clewiston, Florida, Code Compliance Special Magistrate and recorded in the Official Records of Hendry County, Florida, to wit:

<u>Book</u>	<u>Page</u>
<u>899</u>	<u>1393</u>

and filed against the following described real property owned by

**McDuffie, Kenneth W ;
McDuffie, Melissa D**

situated within the City of Clewiston, to wit:

VIOLATION ADDRESS: 204 Cypress Avenue

LEGAL DESCRIPTION: RIDGEWOOD S/D ADD 1 BLK B LOT 10

PCN: 3-34-43-02-400-000B-010.0 (35043)

does hereby release and discharge said lien(s), and hereby directs the Clerk of the Circuit Court of Hendry County, Florida, to cancel the same of record.

WITNESS my hand this _____ day of _____, 20__.

MALI GARDNER, MAYOR

City of Clewiston

Memorandum

Date: October 16, 2019
To: Randy Martin, City Manager
From: Shari Howell, Finance Director *S. Howell*
Subject: Request for Commission approval to process a "Release of Lien" for a code enforcement lien against 204 Cypress Avenue (Ridgewood S/D Add 1, Block B)

In November 2015, a City lien for clearing debris and mowing was placed against the property of 204 Cypress Avenue (Ridgewood S/D Add 1, Block B) for Code Enforcement case file no. 15-0306.

As a result of a property search for existing liens on the noted property, staff reviewed the referenced lien on July 17, 2019 and determined that the proper notification and reasonable time for the code violation was not appropriately provided to the property owners.

Therefore, staff is recommending Commission approval to process a "Release of Lien" in order to release and discharge the referenced lien.

CITY OF CLEWISTON

115 WEST VENTURA AVENUE

CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

Inst: 201526009738 Date: 12/1/2015 Time: 12:33 PM
DC, Barbara S. Butler, Hendry County Page 1 of 1 B: 899 P: 1393

HITENDRA B and INDIRA PATEL

335 W SUGARLAND HWY

CLEWISTON, FL 33440

November 25, 2015

To Whom It May Concern:

YOU ARE HEREBY NOTIFIED that a LIEN has been placed against the following described real property by the CITY OF CLEWISTON, FLORIDA, for clearing debris and mowing on the following date(s):

08/21/2015

DESCRIPTION OF REAL PROPERTY LIENED:

OWNER OF RECORD: HITENDRA B and INDIRA PATEL

PARCEL NUMBER: 3-34-43-02-400-000B-010.0

ADDRESS: 204 Cypress Avenue Clewiston, Florida 33440

BLOCK: RIDGEWOOD S/D ADD 1 BLK B Lot(s): 10

The amount of said lien is \$ 250.00. Interest will accumulate on any unpaid balance at the rate of 12% annually.

YOU ARE NOTIFIED this LIEN may only be discharged by payment of the original lien amount plus all interest accrued through the date of payment to the CITY OF CLEWISTON, 115 West Ventura Avenue, Clewiston, Florida, 33440.



Shari Howell, City Clerk

Shari Howell

From: Debbie McNeil
Sent: Wednesday, July 17, 2019 12:41 PM
To: Shari Howell
Subject: RE: RUSH REQUEST - City Lien Search

Shari,

After a review of the Code Enforcement case file 15-0306, (204 Cypress Avenue) I have determined that the proper notification and reasonable time (F.S.S. 162) to bring the cited code violation of Section 18-313 of the City of Clewiston Ordinances was not appropriately provided to the property owners.

It is my opinion that because the proper notification was not completed the lien was filed erroneously in this case. There was no Special Magistrate Hearing noticed or held prior to the abatement of the property so no authority existed for the code enforcement department to file the lien.

Since we had a conversation in reference to our current way for filing code enforcement liens possibly needing revision to assure it is appropriately conducted. I have ceased filing code enforcement liens until further notice is provided of a new and proper procedure.

F.S.S. 162.09 (3) is where the Special magistrate's order imposing a fine, or a fine plus repair costs, may be recorded and thereafter shall constitute a lien....(copied below).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.—Former s. 166.059.

I need direction on how to proceed with the filings of the Special Magistrates Orders imposing fines.

Debbie

Debbie McNeil
Code Compliance Supervisor
Community Improvement Division

City of Clewiston
141 Central Avenue
Clewiston, Florida 33440

Office: (863)983-1454 ext. 235
Cell: (863)233-4791
Fax: (863)983-3406
debbie.mcneil@clewiston-fl.gov

"We don't rise to the level of our expectations, we fall to the level of our training."

— Archilochus, Greek Soldier, 650 BC

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from this office or anyone employed here including all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the **transaction of official business** by any agency **are considered to be public records and will be made available to the public and the media upon request**. Your e-mail messages may, therefore, be subject to public disclosure. Under Florida law, e-mail addresses are public records. Therefore if you do not want your e-mail address released in response to public records requests, do not send electronic mail to this agency. Instead, contact this office by phone or in writing.

Sent: Wednesday, July 17, 2019 8:44 AM
To: Debbie McNeil
Subject: FW: RUSH REQUEST - City Lien Search
Importance: High

Debbie,

Please let me know about this lien.

Thanks

Shari Howell, CMC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: October 21, 2019

Subject: Ordinance No. 2019-09 – First Reading

1. **Background/History:** Ordinance No. 2019-09 abandons a portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue with deed restrictions.

After receiving an appraisal of the portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue, City Attorney Gary Brandenburg has prepared Ordinance No. 2019-09 and a Non-Exclusive License and Use Agreement as options for consideration by the City Commission.

At the September 23, 2019 City Commission Meeting, the City Commission voted to move forward with the first reading of Ordinance No. 2019-09. The vote was 3-1. Mayor Gardner voted nay and Commissioner McGahee was absent.

2. **Financial Impact:** Undetermined
3. **Attachments:**
 - a. Ordinance No. 2019-09
4. **Actions/Options/Recommendations:** Commission Discretion

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ABANDONING A PORTION OF THE RIGHT-OF-WAY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, WITHIN THE GENERAL PLAN OF CLEWISTON; PROVIDING FOR EFFECTIVE DATE, CONFLICTING PROVISIONS, AND INCLUSION IN THE CODE OF ORDINANCES.

WHEREAS, an adjoining property owner ("Petitioner") has petitioned the City for the abandonment of right-of-way adjoining Petitioner's lot; and

WHEREAS, the portion to be abandoned adjoins the Petitioner's lot and it is the desire of the City that the abandoned right-of-way become the property of the adjoining property owner; and

WHEREAS, Petitioner has agreed that the abandoned right-of-way shall be Deed Restricted so that it cannot be built upon or counted as additional property for purposes of development of Petitioner's lot; and

WHEREAS, Petitioner has agreed that the right-of-way may only be used as Open Space, and no landscaping shall be placed thereon, unless a plan therefore has been approved in advance by the City Commission.

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

SECTION 1. ABANDONMENT. The right-of-way described in Exhibit "A" is hereby abandoned and shall be subject to a Deed Restriction which reads;

DEED RESTRICTION

- a. The property may only be used as Open Space.

- b. The property may only be improved with landscaping which has been made according to a plan, approved in advance, in writing, by the City Commission of the City of Clewiston.
- c. The adjoining property owner will agree to this Deed Restriction by signing of this ordinance and recording it in the Public Records of Hendry County, Florida.
- d. In the event this Deed Restriction is determined to be unenforceable, or is determined by a court of competent jurisdiction to have been breached, this ordinance, and the abandonment, shall be void and of no effect.

SECTION 2. CONSENT TO DEED RESTRICTION.

Stephen E. and Norma R. Schneider hereby agree to the imposition of and terms of the Deed Restriction, as set forth in Section 1.

Witness: _____
 Print Name: _____

By: _____
 Stephen E. Schneider
 Address: 800 W. Royal Palm Ave
Clewiston, FL 33440

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

By: _____
 Norma R. Schneider
 Address: 800 W. Royal Palm Ave
Clewiston, FL 33440

Witness: _____
 Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me on this the ____ day of _____, 2019, by Stephen E. Schneider. He is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public – Signature

Notary Public – Print Name
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me on this the ____ day of _____, 2019, by Norma R. Schneider. She is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public – Signature

Notary Public – Print Name
Commission No.: _____
My Commission Expires: _____

SECTION 3. **EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage and approval consistent with all requirements of general law.

SECTION 4. **CONFLICTING PROVISION.** If there is ever determined to be a conflict between this ordinance and State law, this ordinance shall be considered null and void.

SECTION 5. **INCLUSION IN THE CODE OF ORDINANCES.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

PASSED on first reading by the City Commission on _____, 2019.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

EXHIBIT "A"

Property noted as Parcel "A" on the attached sketch by Johnson-Prewitt & Associates, Inc., dated 07/31/2018, less and except a 10' wide strip of land immediately adjacent to and running along Avenida Del Rio for the full 150' frontage.

Legal Description

Borrower: N/A

File No.: 19vn10

Property Address: Avenue Del Rio

Case No.:

City: Clewiston

State: FL

Zip: 33440

Lender: Stephen E & Norma Rogers Schneider

DESCRIPTIVE DRAWING

PARCEL "A"

A parcel of land lying South of and adjacent to Block 24 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71 - 78, inclusive, of the Public Records of Hendry County, Florida, being more particularly described as follows:

Beginning at the Southwesterly corner of said Block 24; thence run Southerly along the Southerly extension of the Westerly line of said Block 24, a distance of 100.00 feet to intersection with the Easterly extension of the Northerly R/W Line of Avenida Del Rio; thence Easterly along the Easterly extension of the Northerly R/W line of Avenida Del Rio a distance of 150.00 feet; thence Northerly, parallel with the Westerly line of said Block 24, a distance of 100.00 feet to the southerly line of said Block 24; thence Westerly along the Southerly line of said Block 24 a distance of 150.00 feet to the Point of Beginning;

DESCRIPTIVE DRAWING

PARCEL "A"
 A parcel of land in lying South of and adjacent to Block 24 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71 - 78, inclusive, of the Public Records of Hendry County, Florida, being more particularly described as follows:

Beginning at the Southwesterly corner of said Block 24; thence run Southerly along the Southerly extension of the Westerly line of said Block 24, a distance of 100.00 feet to intersection with the Easterly extension of the Northerly RW Line of Avenida Del Rio; thence Easterly along the Easterly extension of the Northerly RW line of Avenida Del Rio a distance of 150.00 feet; thence Northerly, parallel with the Westerly line of said Block 24, a distance of 100.00 feet to the southerly line of said Block 24; thence Westerly along the Southerly line of said Block 24 a distance of 150.00 feet to the Point of Beginning;

AND
 PARCEL "B"

A parcel of land in lying South of and adjacent to Block 24 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71 - 78, inclusive, of the Public Records of Hendry County, Florida, being more particularly described as follows:

Commencing at the Southwesterly corner of said Block 24; thence run Easterly along the Southerly line of said Block 24, a distance of 150.00 feet to the Point of Beginning of the following described parcel; thence continue Easterly along the Southerly line of said Block 24, a distance of 150.00 feet to the southwesterly corner of said Block 24; thence Southerly along the southerly extension of the Easterly line of said Block 24, a distance of 100.00 feet to intersection with the Easterly extension of the Northerly RW Line of Avenida Del Rio; thence Westerly along the Easterly extension of the Northerly RW line of Avenida Del Rio a distance of 150.00 feet; thence Northerly, parallel with the Westerly line of said Block 24, a distance of 100.00 feet to the southerly line of said Block 24 and the Point of Beginning;

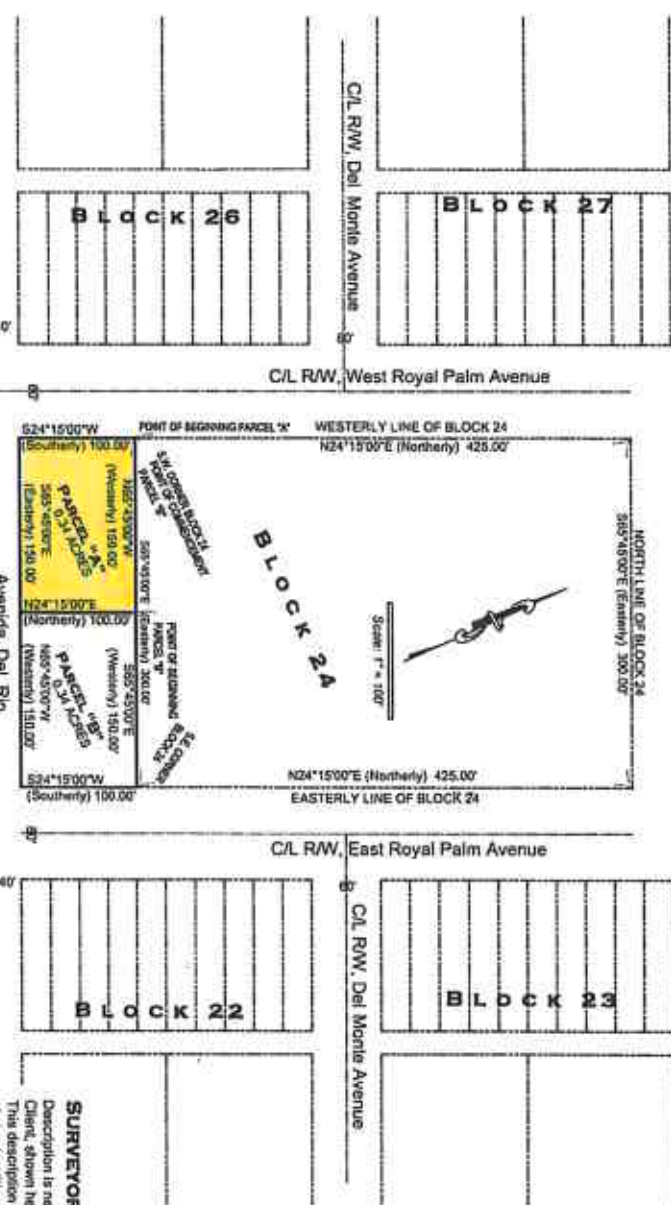
For:
 City of Clewiston

SURVEYOR'S NOTES

Description is new and Based on information provided by Client, shown hereon, and Reported Plat.
 This description was created without the benefit of an abstract or title search.
 No search of the public records was conducted by this office for assessments, restrictions, reservations, zoning setbacks, or rights-of-way of record.
 Location or existence of underground or non-visible improvements or utilities, if any, not investigated.
 Orientation based on the Westerly line of Block 24 being assumed at N24°15'00"E.
 Unless it bears the signature and original raised seal of a Florida Licensed Surveyor and Mapper, this map is not valid.

PREPARED BY:
 Forster A. Smith, P.S.M.
 Ft. Col. No. 2780

THIS IS NOT A SURVEY



- ABBREVIATIONS**
- CL - CENTERLINE
 - CONC. - CONCRETE
 - FOUN. - FOUNDATION
 - PU - PUBLIC UTILITIES BASEMENT
 - RT - RIGHT OF WAY
 - RIP - 1/2" IRON PIN RED CAP

FLOOD ZONE STATEMENT
 ACCORDING TO FLOOD HAZARD DATA FROM THE
 NATIONAL FLOOD INSURANCE PROGRAM
 OF LAND AREA IN FLOOD ZONE "X" AND "V"

DESIGNED BY	DATE	BY	DATE
FOR			
CHECKED BY			
DATE			

JOHNSON - PREWITT & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • LAND SURVEYORS
 STATE AUTHORIZATION NUMBER: 38482 BR03
 #2, 801 107 80 W. 81ST AVENUE, CLEARWATER, FLORIDA
 TEL: 727/893-9188 FAX: 727/893-9044 www.johnsonprewitt.com

DESCRIPTIVE DRAWING
 PARCELS SOUTH OF BLOCK 24, GENERAL PLAN OF CLEWISTON,
 HENDRY COUNTY, FLORIDA TO SERVE
 CITY OF CLEWISTON

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: October 21, 2019

Subject: Resolution No. 2019-72

1. **Background/History:** Resolution No. 2019-72 approves the City of Clewiston Net Metering Service Rate Schedule, Application and Standard Interconnection Agreement for interconnection of the net meters.

The Commission approved the Clewiston Utilities Net Metering Agreement policies and agreements on July 20, 2009. Staff is recommending revising the rate schedule, increasing the application fees and minimum insurance requirements (as indicated on the attached redline copy). We also deleted subsection (g) of the rate schedule. This change is in accord with a recent revision to the FMPA Net Metering Policy, which removed the cap provision. Similar revisions are requested to the associated interconnection agreement and application form so that the documents agree with the rate schedule.

2. **Financial Impact:** minimal administration and meter cost
3. **Attachments:**
 - a. Resolution No. 2019-72
 - b. Redline Copy of City of Clewiston Net Metering Service Rate Schedule (2009)
 - c. Redline Copy of Application (2009)
 - d. Redline Copy of Interconnection Agreement (2009)
 - e. City of Clewiston Net Meter Policy and Agreements, approved by the commission July, 2009
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-72.

RESOLUTION NO. 2019-72

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CITY OF CLEWISTON NET METERING SERVICE RATE SCHEDULE, APPLICATION AND STANDARD INTERCONNECTION AGREEMENT.

WHEREAS, the City Commission of the City of Clewiston approved the Clewiston Utilities Net Metering Agreement policies and agreement on July 20, 2009; and

WHEREAS, the City desires to revise the rate schedule, deleting subsection (g) and increasing the application fees and minimum insurance requirements;

WHEREAS, it is necessary to formally adopt the City of Clewiston Net Metering Service Rate Schedule, Application and Standard Interconnection Agreement so that interconnection of the net meters can begin;

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

SECTION 1. The attached City of Clewiston Net Metering Rate Schedule, Application and Standard Interconnection Agreement are hereby approved.

PASSED and ADOPTED this _____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

CITY OF CLEWISTON NET METERING SERVICE RATE SCHEDULE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Clewiston (Utility) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed 2 megawatts (2 MW) that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
 - Tier 1 = 10kW or less;
 - Tier 2 = greater than 10kW and less than or equal to 100kW;
 - Tier 3 = greater than 100kW and less than or equal to 2MW.
3. Is interconnected and operates in parallel with Clewiston Utility's electric distribution system;
4. Provides Clewiston Utility's with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and the City of Clewiston (Utility).

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A Customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by Clewiston Utilities will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of Electricity both (1) from the Utility; and (2) excess energy (kWh) generated by Customer and delivered to Utility's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the Utility.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA or Utility.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

BILLING: Customer shall be billed for its consumption and export of excess energy as follows:

- a) Customer shall be billed for the total amount of electric power and energy delivered to Customer by the Utility in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for Utility electricity. Any kWh of electric energy produced by the Customer-Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the Utility system shall be deemed as "excess customer-owned renewable generation." Excess Customer-Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.
- c) Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to Utility's electric system during the previous billing cycle. The credit from the Utility shall be determined in accordance with the Utility's wholesale avoided cost rate as determined by FMPA.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by Utility to the Customer, at Utility's wholesale avoided cost rate.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid by Utility.
- f) Regardless of whether any excess energy is delivered to Utility's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
- ~~g) Customer acknowledges that its provision of electricity to Utility hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to Utility pursuant to this Schedule, from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's electric system.~~

FEES: The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee

Tier 2 - \$0.00320.00

Tier 3 - \$0.00470.00

Tier 3 - Study Fee – Deposit of \$5000.00 Customer to pay actual cost.

**APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 - 10 KW or Less
TIER 2 - Greater than 10 KW and Less Than or Equal to 100 KW
TIER 3 - Greater than 100 KW and Less Than or Equal to 2 MW

Clewiston Utility customers who install customer-owned renewable generation systems and desire to interconnect those facilities with Utility's electrical system are required to complete this application. This application can be obtained from the local Utility office or can be downloaded from Utility's website at: www.clewiston-fl.gov. When the completed application and fees are returned to Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. The Interconnection Agreements may be obtained at the local Utility office.

1. Customer Information

Name: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

Clewiston Utilities Account Number: _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

Fuel or Energy Source: _____
Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$200.00 for Tier 2 and \$470 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$5000.00 will be paid along with this application. Should Utility determine that an interconnection study is necessary; the Customer will be responsible for actual costs of the study. When the study is completed, the Customer will be responsible for any underpayment or will be refunded any overpayment.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Company by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with Utility’s system to ensure compliance with applicable local codes.

C. Proof of general liability insurance for Tier 1 generators \$100,000, Tier 2 generators (\$100,000-1,000,000) or Tier 3 generators (\$500,000-2,000,000).

**Standard Interconnection Agreement for
Customer-Owned Renewable Generation System
Size _____**

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, and The City of Clewiston Utilities (hereafter called "Utility"), a municipally owned utility. Customer and Utility shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place is: _____.

WITNESSETH

Whereas, Utility, operates an electric distribution system serving the City of Clewiston and the Harlem community;

Whereas, Customer has made a written Application to Utility, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

Whereas, Utility desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of Utility customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

Section 1. Definitions

"Customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the Customer's electricity requirements with renewable energy that is generated using one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

"Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

Section 2. Scope of Agreement

2.01. This Agreement defines the terms and conditions under which Utility and Customer agree to interconnect Customer-Owned Renewable Generation of ___ kW or less (as described in Exhibit A) at a standard Utility primary

Section 3. Interconnection Application

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to Utility a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

Section 4. Applicable Codes and Standards

4.01. Prior to operating in parallel with Utility's electric system, Customer shall certify that the customer-owned renewable generation equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

4.02. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to Utility.

Section 5. Inspection Requirements

5.01. Prior to commencing parallel operation with Utility's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to Utility.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with Utility's electric system, authorized Utility representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement. At least ten (10) business days prior to

initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to Utility advising Utility of the date and time at which Customer intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

5.03. Utility shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when Utility may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Utility shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet Utility's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by Utility, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any Utility inspection of the customer-owned renewable generation system shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the customer-owned renewable generation equipment. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

Section 6. Electric System Protection Requirements

6.01. Customer certifies that the customer-owned renewable generation equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

Section 7. Modifications and/or Additions to the Customer-Owned Renewable Generation System

7.01. It is Customer's responsibility to notify Utility of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications.

7.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide Utility with sixty (60) days written notice of the addition.

Section 8. Gross Power Rating

8.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR

does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

Section 9. Administrative Requirements

9.01. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by Utility within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to Utility at least fifteen (15) calendar days prior to beginning parallel operations with Utility's electric system and within one (1) year after Utility executes this Agreement.

9.02. Once Utility has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Utility representative, Utility will, within ten (10) business days, send written notice that parallel operation of the customer-owned renewable generation system may commence.

Section 10. Customer Insurance Requirements

10.01. Utility ~~strongly recommends~~ requires Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) for Tier 1 generators, one million dollars (\$1,000,000) for Tier 2 generators and two million dollars for Tier 3 generators. ~~General Liability Insurance is required for Tier 2 generators in the amount of \$1,000,000 and \$2,000,000 for Tier 3 generators.~~

Section 11. Customer Equipment

11.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on Utility's electric system in delivering and restoring system power. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed Customer's location and after connection with Utility's system has been restored.

Section 12. Manual Disconnect Switch

12.01. Customer shall install a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to Utility's electric system such that back feed from the customer-owned renewable generation system to Utility's electric system cannot occur when the switch is in the open position. For Tier 1 customers this will be at the Utility's expense and subject to the approval of the cost by Utility, for Tier 2 and Tier 3 customers this will be at the Customers expense. The manual disconnect switch shall be mounted separate from

the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility. For Tier 1 customers; if the switch installation cost proposed by the Customer or the Customer's contractor exceeds Utility's cost to have the switch installed through its own means, Utility shall install the switch, and Customer shall provide reasonable accommodation to Utility for such installation.

12.02. Utility may open the switch, isolating the customer-owned renewable generation system, without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, Utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by Utility as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- Utility electric system emergencies or maintenance requirements.
- Hazardous conditions existing on Utility's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by Utility.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by the RGS as determined by Utility.

12.03. On termination of services pursuant to this Agreement, Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from Utility's electric supply system, notify Utility that the isolation is complete, and coordinate with Utility for return of Utility's lock.

Section 13. Metering Equipment

13.01. Utility will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by Utility to Customer, and also measure energy delivered by Customer to Utility. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Section 14. Indemnification

14.01. Customer agrees to indemnify, defend and hold harmless Utility, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which Utility, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement.

Section 15. Assignment

15.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume in writing Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

Section 16. Lease Agreements and Retail Purchase of Electricity

16.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide Utility a copy of the lease agreement for any leased interconnection or generation equipment. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than Utility, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

Section 17. Entire Agreement

17.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

Section 18. Governing Law & Tariff

18.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and Utility's Tariff as it may be modified, changed, or amended from time to time.

18.02. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including the applicable Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

18.03. Utility and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this

Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, Utility and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

IN WITNESS WHEREOF, Customer and Utility have executed this Agreement the day and year first above written.

UTILITY

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

(Signature)

(Print Name)

(Customer Account Number)

Date: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: October 21, 2019

Subject: Resolution No. 2019-73

1. **Background/History:** Resolution No. 2019-73 approves the final payment in the amount of \$1,448.65 to Community Asphalt Corp. for the 2019 Hot Spot Paving Project pending final release of lien.
2. **Financial Impact:** \$1,448.65
3. **Attachments:**
 - a. Resolution No. 2019-73
 - b. Application and Certification for Payment
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-73 pending final release of lien.

RESOLUTION NO. 2019-73

**A RESOLUTION OF THE CITY OF CLEWISTON,
FLORIDA, APPROVING FINAL PAYMENT IN THE
AMOUNT OF \$1,448.65 TO COMMUNITY ASPHALT
CORP. FOR THE 2019 HOT SPOT PAVING PROJECT.**

WHEREAS, the City of Clewiston ("City") advertised for bids for the 2019 Hot Spot Paving Project; and

WHEREAS, the City awarded the 2019 Hot Spot Paving Project to Community Asphalt Corp.; and

WHEREAS, Community Asphalt Corp. has completed the Project, totaling \$14,486.50, and is requesting final payment in the amount of \$1,448.65.

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

SECTION 1. The attached Application and Certification for Payment for final payment for the 2019 Hot Spot Paving Project is approved contingent upon receipt of contractor's final release of lien.

PASSED AND ADOPTED in open session this _____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

Page 1 of 2 pages

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

PROJECT: Clewiston FY 2019
Spot patching

APPLICATION NO: Retainage Release
PERIOD TO: 7/31/2019
SUBCONTRACTOR
FILE

FROM: Community Asphalt Corp.
16560 Mass Court
Fort Myers, FL. 33912

JOB#: 7224

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$ 14,486.50
2. CHANGE ORDERS		\$ 0.00
3. CONTRACT SUM TO DATE		\$ 14,486.50
4. TOTAL COMPLETED & STORED TO DATE		\$ 14,486.50
(Column G on G703)		
5. RETAINAGE:		\$ 0.00
a. 0% of Completed work		\$ 0.00
b. 0% of Stored Materials		\$ 0.00
(Columns I on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)		\$ 0.00
6. TOTAL EARNED LESS RETAINAGE		\$ 14,486.50
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ 13,037.85
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		\$ 1,448.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$ 0.00
(LINE 3 LESS LINE 6)		

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
Number	Date	\$	\$
		\$	\$
		\$	\$
TOTALS		\$	\$

SUBCONTRACTOR'S CERTIFICATE FOR PAYMENT

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and City of Clewiston, relating to the above referenced project. I further certify that I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws insofar as applicable to the performance of this Contract. Furthermore, and upon receipt of the amount of this request, the undersigned will issue a partial release (or final when applicable) to waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to, those rights as contemplated by Chapters 255 and 731, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

By:  Date: 10/11/19

State of: Florida County of: Lee
Subscribed and sworn to before me this 11th day of October 2019

Notary Public: 
My Commission expires: 07-21-23



CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNTS CERTIFIED.

AMOUNT CERTIFIED: \$ 1,448.65
(Attach explanation if amount certified differs from the amount applied for)

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Subcontractors named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: October 21, 2019

Subject: Resolution No. 2019-74

1. **Background/History:** Resolution No. 2019-74 approves the final payment in the amount of \$22,198.00 to Community Asphalt Corp. for the 2019 Overlay Paving Project pending final release of lien.
2. **Financial Impact:** \$22,198.00
3. **Attachments:**
 - a. Resolution No. 2019-74
 - b. Application and Certification for Payment
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-74 pending final release of lien.

RESOLUTION NO. 2019-74

**A RESOLUTION OF THE CITY OF CLEWISTON,
FLORIDA, APPROVING FINAL PAYMENT IN THE
AMOUNT OF \$22,198.00 TO COMMUNITY ASPHALT
CORP. FOR THE 2019 OVERLAY PAVING PROJECT.**

WHEREAS, the City of Clewiston ("City") advertised for bids for the 2019 Overlay Paving Project; and

WHEREAS, the City awarded the 2019 Overlay Paving Project to Community Asphalt Corp.; and

WHEREAS, Community Asphalt Corp. has completed the Project, totaling \$221,980.00, and is requesting final payment in the amount of \$22,198.00.

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

SECTION 1. The attached Application and Certification for Payment for final payment for the 2019 Overlay Paving Project is approved contingent upon receipt of contractor's final release of lien.

PASSED AND ADOPTED in open session this _____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT 0702

Page 1 of 2 pages

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

PROJECT: Clewiston FY 2019
 Overlay

JOB#: 7225

FROM: Community Asphalt Corp.
 16560 Mass Court
 Fort Myers, FL 33912

Distribution to:
 SUBCONTRACTOR
 CONTRACTOR
 FILE

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 221,980.00
 2. CHANGE ORDERS \$ 0.00
 3. CONTRACT SUM TO DATE \$ 221,980.00
 4. TOTAL COMPLETED & STORED TO DATE \$ 221,980.00
 (Column G on G703)

5. RETAINAGE:
 a. 0% of Completed work \$ 0.00
 b. 0% of Stored Materials \$ 0.00

(Column I on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 221,980.00
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 199,782.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 22,198.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (LINE 3 LESS LINE 6)


CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
Number	Date		
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTALS		\$	\$

SUBCONTRACTOR'S CERTIFICATE FOR PAYMENT

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and City of Clewiston, relating to the above referenced project. I further certify that I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract. Furthermore, and upon receipt of the amount of this request, the undersigned will issue a partial release (or final when applicable) to waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to, those rights as contemplated by Chapters 255 and 731, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

By:  Date: 07/19/19

State of Florida County of: Lee
 Subscribed and sworn to before me this 11th day of October 2019

Notary Public: 
 My Commission expires: 07-21-23



CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNTS CERTIFIED.

AMOUNT CERTIFIED: \$ 22,198.00
 (Attach explanation if amount certified differs from the amount applied for)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Subcontractors named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: October 21, 2019

Subject: Resolution No. 2019-75

1. **Background/History:** Resolution No. 2019-75 approves the agreement between FMPA and the City of Clewiston regarding the City's Advance Metering Infrastructure (AMI) Deployment – Phase 1.

Staff worked with FMPA to establish a scope of work with Quanta Technology, LLC for AMI Deployment – Phase 1. FMPA subsequently issued a Request for Services (QS-2019-11) for the Phase 1 work pursuant to the Master Service Agreement between FMPA and Quanta. FMPA will pay the Quanta invoices, with approval from the City of Clewiston. Staff is asking the Commission to approve a letter agreement between FMPA and the City to reimburse FMPA for the Quanta payments.

The cost for Phase 1 is \$101,635. The estimate for Phase 2 is \$125,000 and Phase 3 is \$50,000.

Cairo Venegas of FMPA reviewed the AMI Deployment proposal at the August 19, 2019 City Commission Workshop.

2. **Financial Impact:** \$101,635
3. **Attachments:**
 - a. Resolution No. 2019-75
 - b. FMPA Letter Agreement dated September 26, 2019
 - c. Quanta Technology Proposal dated September 16, 2019
 - d. FMPA Request for Services QS-2019-11 dated September 30, 2019
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-75.

RESOLUTION NO. 2019-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE FMPA AGREEMENT FOR CITY OF CLEWISTON ADVANCE METERING INFRASTRUCTURE (AMI) DEPLOYMENT-PHASE 1 AND AUTHORIZING AND THE MAYOR TO SIGN.

WHEREAS, the city is a member of the Florida Municipal Power Agency;

WHEREAS, the city participates in the FMPA joint purchasing project; and

WHEREAS, a master services agreement between FMPA and Quanta Technology, LLC offers exceptional rates to the City for Quanta AMI support services; and

WHEREAS, the city is in need of advantages that the Advance Metering Infrastructure provides.

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

SECTION 1. The City Commission hereby approves the letter agreement for City of Clewiston Advance Metering Infrastructure (AMI) deployment-phase 1, dated September 26, 2019 and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this ____ day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney



Ken Rutter
Chief Operating Officer

September 26, 2019

City of Clewiston
115 W Ventura Ave
Clewiston, FL 33440

To Whom It May Concern:

RE: City of Clewiston Advance Metering Infrastructure (AMI) Deployment

This letter will confirm the agreement between the Florida Municipal Power Agency (FMPA) and The City of Clewiston, regarding Clewiston's Advance Metering Infrastructure Deployment – Phase 1.

FMPA has made arrangements with Quanta Technology, LLC, to assist the City of Clewiston, with their Advance Metering Infrastructure Deployment – Phase 1, which includes:

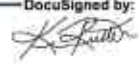
- AMI Readiness Assessment/Process Gap Analysis report
- AMI Smart Grid Priorities report
- Benefit-Cost Analysis (BCA) for AMI
- Initial Vendor List
- Initial RFP Specification for Turnkey Project

FMPA will facilitate the contract and relationship with Quanta Technology, LLC, on all tasks identified in this agreement letter. The project has a total, not to exceed amount of \$101,653.00, which includes estimated expenses for the project.

FMPA and the City of Clewiston, has established the scope of work with Quanta Technology, LLC. FMPA staff will assist in coordinating with Quanta Technology, LLC, however, The City of Clewiston is responsible for directing and monitoring Quanta Technology LLC's work. FMPA will pay the Quanta Technology LLC invoice—with approval from the City of Clewiston — and issue an invoice to The City of Clewiston for Quanta Technology, LLC's billed hours plus Quanta Technology, LLC's expenses. The City of Clewiston, hereby agrees to pay the invoice from FMPA within 30 days of receipt.

To acknowledge your agreement with the terms of this letter, please sign below as indicated in the signature block and return one fully executed letter to me.

Sincerely,

DocuSigned by:

5B40F13185DA48A...

Ken Rutter
Chief Operating Officer

Letter Agreement: City of Clewiston – Advanced Metering Infrastructure (AMI) Deployment

September 26, 2019

Page 2

ACCEPTED AND AGREED:

The City of Clewiston, FL

City of Clewiston - Representative

Date



QUANTA
TECHNOLOGY

PROPOSAL

City of Clewiston AMI Deployment: Owner's Engineer Scope of Services

PREPARED FOR

Florida Municipal Power Agency
(FMPA)

PROPOSAL DATE

September 16, 2019
(Version 1.0)

PREPARED BY

Diana Prkacin
DPrkacin@Quanta-Technology.com
(919) 737-5519

QUANTA TECHNOLOGY, LLC
4020 WESTCHASE BOULEVARD, SUITE 300, RALEIGH, NC 27607 USA
Toronto | Oakland | Chicago | San Clemente

www.Quanta-Technology.com

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)

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CONFIDENTIAL/PROPRIETARY: This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document, without the expressed written consent of the Offeror. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

VERSION HISTORY:

Version	Date	Description
1.0	9/16/2019	Initial submission



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1 INTRODUCTION

Quanta Technology, LLC, is pleased to submit this proposal in response to the City of Clewiston's ("the City") request for support with their plans to implement an Advanced Metering Infrastructure (AMI) system. Based on our years of AMI experience, key factors for a successful AMI deployment include the following:

- Clear understanding of the objectives of the AMI deployment (use cases)
- Prioritization of AMI smart-grid features/functions
- Benefit-Cost Analysis (BCA) for AMI
- Available future functionality
- Proper integration with legacy systems (if possible)
- Best use of in-house versus outsourced (hosted AMI) resources
- Prepared staff
- Community engagement throughout the entire process
- List of qualified vendors
- Customized and detailed request for proposal (RFP) specification that covers the City's priorities and needs

The scope of work proposed herein has been created to address these success factors. Quanta Technology has structured the work in three phases:

- Phase 1: AMI Readiness Assessment/Process Gap Analysis report, AMI Smart Grid Priorities report, BCA, Initial Vendor List, and Initial RFP Specification for Turnkey Project
- Phase 2: Final RFP, Vendor Selection, and Contract Finalization
- Phase 3: Project Execution

Phase 1 is provided in this proposal as a time and material (T&M) estimate and is discussed in Section 2. Phases 2 and 3 are discussed generally in Section 3, but based on the City's needs, a full proposal for these Phases can be provided after the completion of Phase 1.



1.1 About Quanta Technology

Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well established in North America and in numerous international markets. Our clients include energy-delivery utility companies, large industrial companies, energy suppliers, Regional Transmission Operators, Independent System Operators (RTOs/ISOs), and energy industry research and support organizations.

Quanta Technology is a wholly owned subsidiary of **Quanta Services, Inc.** (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil & natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope.

About Quanta Services:

- The largest electric transmission and distribution specialty contractor in North America
- Largest employer of certified electric power linemen in North America
- The largest pipeline specialty contractor in North America
- The owner of the largest specialized equipment fleet in the industry
- Fortune 400 company with a strong balance and the financial resources for capital-intensive projects
- Full-service EPC service provider
- An innovator of technologies and proprietary methodologies

We offer a full spectrum of services in the following:

- Grid Modernization & Business Strategy
- Regulatory Compliance
- Transmission & Distribution
- Automation & Testing
- Asset Operations
- Protection & Control
- Asset Management
- Electrical Transportation
- Advanced Metering Infrastructure (AMI)
- Enterprise Integration
- Smart Grid Strategies
- Applied R&D
- Renewables Integration
- Energy Storage
- Microgrids
- Workforce Training & Augmentation



2 PHASE 1: AMI SMART GRID STRATEGY, PRIORITIES, AND AMI READINESS ASSESSMENT

The objective of Phase 1 is to clarify and document, through a series of interviews (face-to-face and remote communication), the City's overall AMI Smart Grid strategy, priorities, and readiness. It is critical to have a clear understanding of the overall objectives before investing in an AMI system. At the same time, an understanding of the City's current processes and capabilities should be assessed to gauge how prepared the City is to rollout and maintain an AMI system. An AMI system brings with it many benefits; however, to realize these benefits, some of the City's current processes may need to be changed, while in other cases, all new processes may need to be developed. Proper preparation is crucial. Based on the City's priority of functionality to be implemented, a BCA will be developed for review by the City.

Phase 1 will use the following workflow (Table 2-1 and Figure 2-1), starting with a kickoff call with the City's team, to set expectations and requirements for the on-site meetings/workshops. Using the information gathered during the kickoff and on-site meetings, Quanta Technology will develop the following two reports: 1) an AMI Readiness Assessment/Process Gap Analysis report, and 2) an AMI Smart Grid Priorities report. The selected priority will be used in the BCA, which will be reviewed by the City. If approved, the two reports will be used to help develop a specification for a turnkey AMI deployment targeted specifically to the priorities, needs, and capabilities of the City as shown in Figure 2-1.

Table 2-1. Phase 1 Workflow

Task	Description	Deliverable
1.1	Project Kickoff	Meeting Minutes
1.2	Data Collection/Information Gathering	Meeting Minutes
1.3	AMI Readiness Assessment/Process Gap Analysis	Report
1.4	AMI Smart Grid Priorities	Report
1.5	Benefit-Cost Analysis (BCA)	Report
1.6	Internal Review by the City	None
1.7	Preliminary AMI RFP Specification Development	Specifications
1.8	Preliminary Vendor List Development	Report



Figure 2-1. RFP Development Methodology

2.1 Project Kickoff (Task 1.1)

The project will begin with a remote project kickoff meeting via conference call. A typical kickoff meeting would cover the following:

- Introduce project personnel
- Ensure scope of work (SOW) is clear to all team members
- Update SOW, if needed, based on detailed discussions
- Ensure responsibilities for all project members are understood
- Develop communications plan for internal project communications



- Review and update schedule, as needed
- Discuss project expectations of all parties

In addition, information on the utility system will be helpful in preparing for the on-site meeting. Typical information would include the following:

- Organization chart of utility indicating team members who will be working on the project
- Number of electric meters
- Number of water meters
- One-line diagram of the electrical grid
- Map indicating electric and water meter placement
- Topology of the area to be covered
- Predicted growth patterns
- External constraints/requirements/regulations

Deliverable: Kickoff Meeting notes

2.2 Data Collection/Information Gathering (Task 1.2)

The on-site meeting/workshop (typically 3 to 4 days) will include a series of staff interviews and group sessions aimed to better understand the City's needs, challenges, and current status of related capabilities. The information gathered from the on-site meetings and subsequent discussions will be used to develop both an AMI Readiness Assessment/Process Gap Analysis report and an AMI Smart Grid Priorities report. Examples of topics to be discussed are as follows:

- Ongoing initiatives
- Outage Management System (OMS) functionality
- Water leak detection
- Load management and consumer behavior modifications including:
 - Programmable controllable thermostats (PCTs)
 - Peak management using tools such as time-of-use rates, critical-peak pricing, active load control, and prepaid billing
- Transformer mapping and load monitoring
- Voltage monitoring
- Net metering
- Use of meter remote disconnect/reconnect to facilitate utility and customers goals, which can include:
 - Revenue protection
 - Move in/out automation
 - Load limiting
 - Fire department power shutoff
 - Pre-paid metering functions



Additionally, Quanta Technology will perform a high-level business process and procedures audit to understand current practices and potential gaps covering the following: meter install, meter change-out, meter reading to billing, disconnects (non-payment), theft detection, and other current practices/gaps. Topics will include the following:

- Existing business processes and skill sets of staff
- Current customer information system (CIS) implementation and interfaces
- Current meter data management practices (if any)
- Related existing Enterprise IT systems and their existing capabilities and interactions with each other. Plan would be to create an existing system data flow map for the City and determine which systems would be useable in this project (e.g., the GIS system, OMS system, etc.).
- Customer engagement readiness: does the City have communications plans leading up to the start of this deployment?
- Discussions will also include the City's growth expectations, anticipated customer trends, and other external factors that should be considered.

Deliverable: Meeting notes from Data Collection/Information Gathering

2.3 AMI Readiness Assessment/Process Gap Analysis Report (Task 1.3)

The information gathered during the meetings with the City will be used to generate an AMI Readiness Assessment/Process Gap Analysis report. There are many processes associated with metering and billing. As stated before, some of these processes will need to be revised and some will need to be created from scratch. During the on-site meetings, Quanta Technology may address as many as 30 or more such processes and will work with the City to properly map the workflow. An example of a business process map for billing disputes is shown in Figure 2-2. After the process mapping, Quanta Technology will identify potential gaps, if any, that the City will need to address prior to an AMI implementation. The same approach will be taken to document existing data flows associated with metering and billing. The results will be used specifically to identify potential integration issues and, if needed, will be addressed within the RFP specification.

The final report will contain the process maps discussed during the meeting with the City and will identify potential gaps that require further action.

Deliverable: AMI Readiness Assessment/Process Gap Analysis report

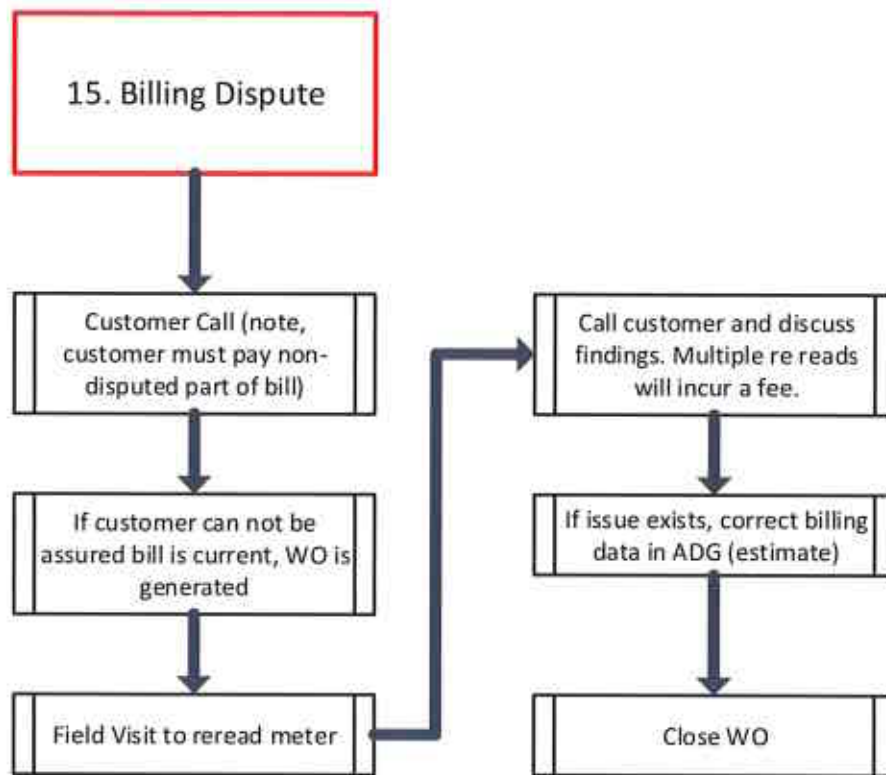


Figure 2-2. Example Business Process Map (Billing Dispute)

2.4 Smart Grid AMI Priorities (Task 1.4)

Quanta Technology will work with the City's team to develop a model similar to the hierarchy shown in Figure 2-3. A hierarchy of smart-grid needs is shown in order of priority. High-level, short- and long-term strategic priorities will be developed from the interviews conducted during the on-site workshops.

The starting point will be a broad list of available AMI functionality. During discussions with the City, Quanta Technology will document the priorities and the justification for the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Based on the City's priorities and well-defined functionality, the RFP specification will be written to specifically address these requirements.

Deliverable: AMI Smart Grid Priorities report

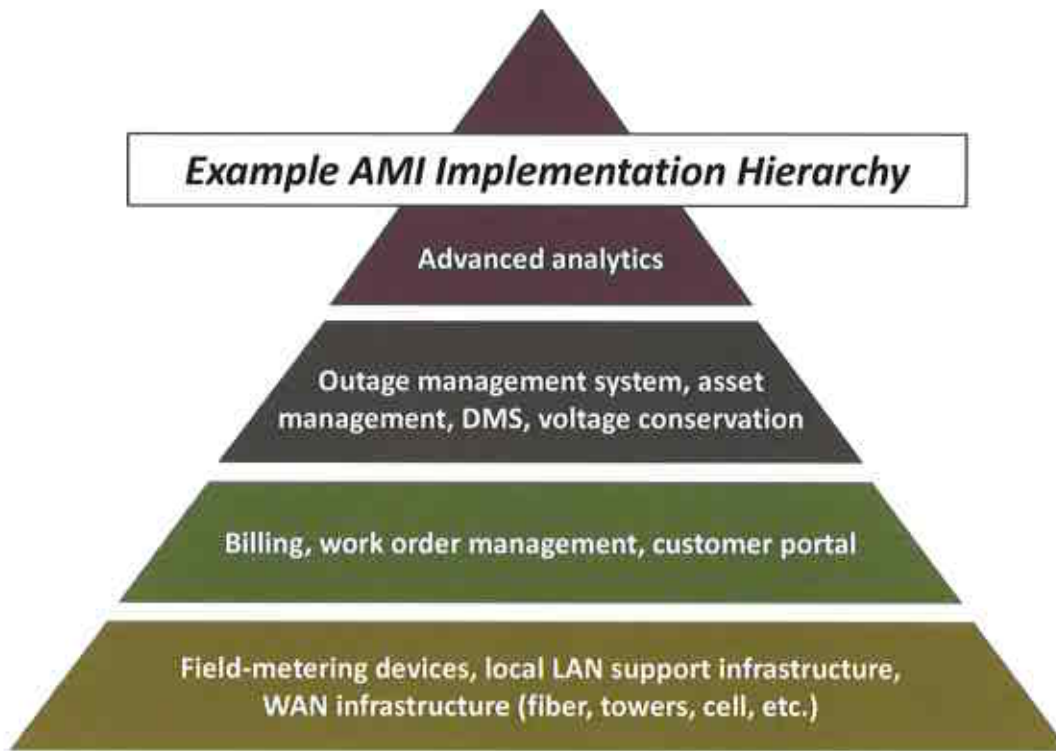


Figure 2-3. Example AMI Implementation Hierarchy

2.5 AMI Benefit-Cost Analysis (Task 1.5)

Based on the City's smart-grid AMI priorities, the gap analysis, and the City's input, Quanta Technology will develop a high-level list of benefits and costs with associated annual dollar values. This information will be delivered to the City in a report to be used for their evaluation of an AMI system. Additionally, publicly-available industry information and Quanta Technology's own experience will be used in determining cost (if not available) and annual benefit amounts. Note that this will be a high-level analysis of costs and benefits, which will not include financing, internal accounting rules, or other internal processes to complete the BCA.

Deliverable: AMI BCA Report

2.6 Commission Review (Task 1.6)

Once the BCA is complete, the City will review the report and determine next steps. Quanta Technology assumes we will not participate in the City meeting but can upon request.



2.7 Preliminary AMI RFP Specification Development (Task 1.7)

Based on the City's smart grid AMI priorities, the gap analysis, and the City's overall priorities, Quanta Technology will develop a draft AMI specification for review. The specification will incorporate the City's approach (e.g., managed services and a single prime contractor) to the extent possible.

Additionally, it will address the following:

- City's prioritized smart-grid needs
- Customer portal
- Use of a test bed
- Vendor site visits
- Vendor training of City employees

Deliverable: Preliminary AMI RFP Specification

2.8 Meter Geospatial Mapping (Task 1.8)

When issuing an RFP for a communicating AMI system, meter and asset location data are critical for a vendor to be able to provide firm pricing, since the distribution of these assets will drive communications infrastructure needs. For this effort, Quanta Technology will use any existing location data the City might have, as well as our standard geocoding approach for locating meters and assets based on postal addresses. This effort will generate location data tables and maps to be included in the RFP for the following:

- The City's water meters
- The City's electric meters
- Other City-owned assets that may be potential locations for communications infrastructure

Deliverable: Location data contained within the preliminary RFP Specification

2.9 Vendor List (Task 1.9)

Based on the Smart Grid Priorities developed with the City and the draft RFP, Quanta Technology will work with the City to develop a vendor list related to smart-grid activities. We will provide a high-level review of the vendors and will recommend four to five vendors suited to act as a prime contractor for the City's needs. A table will be provided supporting Quanta Technology's recommendation(s). In Phase 2 of this project, after bids are received, we recommend the list be further reduced to a short list of two vendors after an in-depth review of the four to five bidders as outlined in Phase 2.

Deliverable: AMI Vendor List



2.10 Assumptions for Phase 1

The following assumptions (Table 2-2) have been made in developing the cost and schedule for Phase 1 of this proposal.

Table 2-2. Project Assumptions for Phase 1

Item	Assumption
1	Quanta Technology team members will be on site for the interviews in Phase 1
2	City staff are available for interviews in Phase 1
3	Presentation of on-site meeting findings via a web conference for Phase 1
4	Vendor list will be reduced to top five options
5	Short list will not exceed two vendors
6	City's legal staff will cover legal aspects in all negotiations
7	FMPA legal staff will provide support on an as-needed basis, and FMPA staff will remain engaged in the Phase at the City's discretion
8	Phases 2 and 3 pricing and assumptions to be determined after completion of Phase 1
9	Schedule assumes October 1, 2019, start date
10	Quanta Technology will not attend the City's BCA-approval meeting
11	The City will, at a minimum, provide addresses for each water and electric meter

2.11 Project Schedule for Phase 1

The proposed schedule for the project is provided in Table 2-3. The schedule can be updated based on the City's needs in the kickoff meeting.

Table 2-3. Project Schedule for Phase 1

Task #	Description	Start Date	End Date
1	PHASE 1: AMI SMART-GRID STRATEGY, PRIORITIES, AND ROADMAP	10/1/19	1/30/20
1.1	Kickoff Meeting	10/1/19	10/15/19
1.2	Date Collection	10/1/19	11/1/19
1.3	Process Gap Analysis Report / AMI Readiness	10/8/1/19	11/30/19
1.4	Smart Grid AMI Priorities	12/1/19	12/31/19
1.5	AMI Benefit-Cost Analysis (BCA)	12/31/19	1/30/20
1.6	Commission Review	TBD	TBD
1.7	Preliminary AMI RFP Development	TBD	TBD
1.8	Meter Geospatial Mapping	TBD	TBD
1.9	Vendor List	TBD	TBD



Task #	Description	Start Date	End Date
2	Phase 2: Final RFP, Vendor Selection, and Contract Finalization		TBD
2.1	Finalize RFP		TBD
2.2	Issue RFP for Bid		TBD
2.3	Vendor Questions and Detailed Phone Interviews for up to Five Vendors		TBD
2.4	Bid Evaluation and Finalization of Bidder Shortlist		TBD
2.5	Utility Reference Visits, BAFO, and Final Recommendations		TBD
2.6	Draft Contract Starting Point, Internal Review/Updates, and Vendor Negotiations		TBD
3	Phase 3: Project Execution		TBD
3.1	Vendor (Prime Contractor) Kickoff Meeting		TBD
3.2	Project Management Services, System Integrations Support, Test Bed		TBD
3.3	Design Oversight and Implementation Support		TBD
3.4	Software/Systems Integration		TBD
3.5	Test Bed Oversight and Summary Report		TBD
3.6	Business Readiness Evaluation		TBD



3 FUTURE WORK: PHASE 2 AND PHASE 3 OVERVIEW

Phases 2 and 3 are discussed generally in this section, but a full proposal for these phases will not be provided until after completion of Phase 1 and will be based on the City's needs. No pricing is provided for these phases at this time.

3.1 Phase 2: Final RFP, Vendor Selection, and Contract Finalization

The objective of Phase 2 is to utilize all feedback from the City to finalize the RFP, providing technical support to Clewiston in the vendor-selection process and the vendor selection.

Details are provided in the following subsections.

3.1.1 Finalize RFP

Quanta Technology will resolve all comments and include all necessary information from Clewiston required to complete the RFP.

3.1.2 Issue RFP for Bid

Quanta Technology will work with the City and their contracts group to issue the final RFP for bid. As noted, bidders receiving the RFP would be limited to a total of four or five vendors.

3.1.3 Vendor Questions

RFP respondents will be given the opportunity to ask questions regarding the RFP. Quanta Technology will work with the City to prepare responses to any questions from vendors regarding the RFP.

3.1.4 Detailed Phone Interviews for up to Five Vendors

Specific discussion topics and questions will be developed to guide the calls. However, questions generally applicable to this activity would include the following:

- Firm experience and reference accounts
- Staff expertise/experience with deployments
- Clarity of integration in proposed solution (CIS, SCADA, GIS, and MDM)
- History of success with proposed equipment (specifically, with proposed meters and communication systems)
- Experience with municipal utility deployments
- Proposed pricing
- Ability to meet required schedule
- Software integration capabilities aligned with the City's plans
- Managed-services experience



3.1.5 Bid Evaluation and Finalization of Bidder Short List

Quanta Technology will review all responses to the RFP and work with the City to prepare any clarifications to be requested from bidders based on their proposals. The Quanta Technology team will then work with City personnel to rank vendors in accordance with the City's evaluation criteria as well as generate a summary report.

Quanta Technology deliverables for this task of the project are as follows:

- Call notes
- Detailed evaluation of all received bids
- Presentation of the information to a City-determined audience (if required)
- Finalized bidder shortlist (two vendors) prepared in conjunction with the City

3.1.6 Utility Reference Visits, BAFO, and Final Recommendations

Quanta Technology will assist the City with reference visits. Prior to the visits, we will develop with the City a list of questions and assist in developing the meeting agenda with the hosting utility. We will accompany the City during the visits and facilitate discussions as needed. We assume there will be one visit per shortlist bidder for a total of two visits.

Quanta Technology will coordinate meetings, either on site or via web conference, to give the shortlisted vendors the opportunity to further clarify their proposal and discuss any information that will further assist the City's evaluation. Vendors will then have the opportunity to provide their best and final offer (BAFO).

Quanta Technology deliverables for this task of the proposed project are as follows:

- Summary report or presentation summarizing the proposals along with the question/answer results to define a recommended shortlist (two vendors max)
- Final vendor recommendation presentation to the City

3.1.7 Draft Contract Starting Point, Internal Review/Updates, and Vendor Negotiations

Quanta Technology will work with the City to determine the best contract starting point. This process will begin with comparing the City's, Quanta Technology's, and the vendor's contract templates to determine which would be in the best interest of the City. The chosen template would then be updated with specifics from the winning proposal and the City's requirements. Quanta Technology would lead this effort based on extensive experience ensuring the points in Table 3-1 are addressed. While not comprehensive, this table provides some of the critical items that Quanta Technology will ensure are covered in the contract(s).



Table 3-1. Important Contractual Topics

Main Topics			
<ul style="list-style-type: none"> • Warranty (particularly in the water meter water ingress area) • Indemnity • Limitation of Liability • Damages (liquidated or actual) • Cancellation • System Acceptance 			
Specific to Customer Engagement	Specific to AMI System	Specific to Meter Installation	Specific to MDM Provider
<ol style="list-style-type: none"> 1. Rate Comparison 2. Neighborhood Bill Comparison 3. Ease of Use 4. Door Hangers 5. Call Center 6. Customer Portal 	<ol style="list-style-type: none"> 1. System Availability % 2. Scheduled Maintenance 3. Disaster Recovery 4. Recovery Times 5. System Security 6. Customer Data Protection 7. Licensing 8. Maintenance and Support 9. Alternate Meter Supplier 10. System Training 	<ol style="list-style-type: none"> 1. Insurance 2. Background Checks and Drug Testing 3. WOM system 4. Safety and Protective Equipment Requirements 5. Vehicle Signage 6. Personnel Dress Code and Behavior 7. Right to Remove Personnel 8. Temporary Stand Down Provisions 	<ol style="list-style-type: none"> 1. System Availability % 2. Scheduled Maintenance 3. Disaster Recovery 4. Recovery Times 5. Customer Portal 6. System Security 7. Customer Data Protection 8. Licensing 9. Maintenance and Support 10. System Training

Once the contract starting point has been established, Quanta Technology will lead the subsequent negotiations. These negotiations will typically involve several rounds of “redline” edits between the parties and will be accompanied by phone conferences with vendor contract personnel. Ultimately, this process will conclude with the finalization and execution of the City/vendor contract.

3.2 Phase 3: Project Execution

The objective of Phase 3 is to provide support during the project execution. Details are provided in the following subsections.

3.2.1 Vendor (Prime Contractor) Kickoff Meeting

The proposed kickoff meeting would follow a format like the one proposed for Phase 1.



3.2.2 Project Management Services, System Integrations Support, Test Bed Design Oversight, and Implementation Support

For Quanta Technology, this effort will consist of the following activities:

- Vendor meetings
- Schedule management
- Contract administration and change orders (if required)
- Weekly calls and periodic on-site meetings
- Field Install Oversight including tracking and reporting of:
 - Return Material Authorization (RMA) activities
 - Install progress – plan vs. actual
 - Return to Utility (RTU) non-install resolutions
 - Customer complaint resolutions
 - Safety issues and reporting
 - Daily/weekly install plans
 - QA activities

3.2.3 Software/Systems Integration

Quanta Technology will provide oversight and support with the implementation and AMI roll-out after vendor(s) selection, including the critical area of integration with the City's existing IT systems.

3.2.4 Test Bed Oversight and Summary Report

Quanta Technology proposes installation of a meter test bed to demonstrate and prove out the system. This would be included in the RFP and would be the responsibility of the vendor. Quanta Technology would monitor the installation and assist in the development of a test plan, as well as write a summary report.

3.2.5 Business Readiness Evaluation

Quanta Technology will conduct a Business Readiness Evaluation and process reengineering to align with AMI system capabilities and based on the gaps discovered during the interviews in Phase 1.



4 PROPOSED PROJECT TEAM

Quanta Technology's project team is composed of experts who have worked together previously on similar projects. This section provides details on their qualifications, how they will be organized, and who will work on what aspects of FMPA's project.

4.1 Key Personnel and Project Organization

The following personnel are being proposed for this project (see Appendix A for personnel bios):

- **David G. Hart, PhD**, Executive Sponsor
- **Robert Dumas, PhD**, Principal Advisor for AMI
- **Mike Longrie, MBA**, Principal Advisor for AMI

Please note: junior engineers and administrative support (technical editor) will be made available to the project, as needed.



5 PRICING AND TERMS (FOR PHASE 1 ONLY)

5.1 Pricing for Phase 1

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a Time and Material basis per the rate table below (Table 5-1). These rates are exclusive of taxes, which are the sole responsibility of the customer.

The cost for Phase 1 of the project on a Time and Materials basis is **\$96,095** for labor and **\$5,540** for travel expenses. This is a budgetary estimate. The project will be regularly reviewed to evaluate progress based on the planned scope and budget estimate. The project price is calculated based on the scope of work, rates, and the assumptions outlined in this proposal. If changes to the scope or assumptions are required, the project price will be updated. Periodic reviews of the cost to date, cost estimates, and schedules will be conducted with FMPA during the project execution.

Table 5-1. Quanta Technology Hourly Rates

Title	Standard Rates (Shown in USD)	FMPA Rates (10% Discount)
Senior Project Manager	\$206	\$185
Principal Advisor	\$304	\$274
Advisor	\$216	\$194
"Jr." Engineer I	\$124	\$112
Administrative	\$52	\$47

Phase 1 hours and pricing are shown in Table 5-2, and expenses are shown in Table 5-3. Pricing for Phase 2 and Phase 3 will be provided in separate proposals following the conclusion of Phase 1. As stated in the previous paragraph, this is a budgetary estimate in Section 5.2.



Table 5-2. Pricing

Task	Description	Hours	Labor
1	Phase 1: Long Term Strategy Development	--	--
1.1	Kickoff Meeting	21	\$5,100
1.2	Data Collection	97	\$23,592
1.3	Process Gap Analysis Report / AMI Readiness	72	\$15,361
1.4	Smart Grid AMI Priorities	43	\$9,952
1.5	Benefit-Cost Analysis	54	\$13,640
1.6	City Approval		\$0
1.7	Preliminary AMI RFP Development	92	\$22,948
1.8	Meter Geospatial Mapping	13	\$1,522
	Vendor List	17	\$3,981
Total		409	\$96,095

Table 5-3. Expenses

Phase	Travel	Amount
1	Phase 1 - Project Kickoff Meeting & Interviews	\$3,950
1	Phase 1 - Workshop Summary Meeting	\$1,590
Total		\$5,540

5.2 Pricing for Phases 2 and 3

At the City's request, Quanta Technology is providing an initial estimate for the additional phases. It should be noted that several factors (e.g., number of bidders, water and electric combined AMI system or hybrid approach, number of customer visits, amount of deployment support required, and other factors determined during Phase 1) will impact the final estimate. An initial estimate for Phase 2 would be \$125k and for Phase 3 would be \$50k.

5.3 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Diana Prkacin at DPrkacin@Quanta-Technology.com or (919) 737-5519.

5.4 Terms and Conditions

Quanta Technology proposes to perform the work described in this proposal under the existing FMPA/Quanta Technology Master Services Agreement dated August 23, 2017.



APPENDIX A: PROJECT TEAM RESUMES

- **Dr. Robert Dumas**
- **Dr. David G. Hart**
- **Mike Longrie, MBA**



Robert Dumas, PhD

Robert Dumas, PhD, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the U.S. and internationally. This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has been responsible for project execution of the multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia, as well as ongoing AMI consulting projects.



*Principal Advisor
Protection, Control
& Automation*

Areas of Expertise

- Project & Program Management
- Advanced Metering Infrastructure (AMI)
- Smart Metering
- Meter Data Management Systems
- GIS system application
- Utility Operations
- Resource Planning
- Nuclear plant instrumentation & control
- Nuclear and EMS SCADA systems

Experience & Background

- Years of experience in the electric power industry1977–Present
- Principal Advisor, Quanta Technology2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC..... 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB)..... 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Education

- PhD, Environmental Engineering, North Carolina State University (NCSU), 1999
- MS, Environmental Engineering, North Carolina State University (NCSU), 1996
- BS, Nuclear Engineering, North Carolina State University (NCSU), 1977



David G. Hart, PhD

David Hart, PhD, EXECUTIVE ADVISOR, Vice President, Protection, Control & Automation, has over 25 years of experience in the power industry including protection and control, power system automation, smart metering, and various research experience. He has been involved with the development of Automated Metering Infrastructure (AMI) products and systems for over 10 years, directing the product management, engineering, and quality teams. As head of Protection & Control, he is responsible for overall business strategy, client and program proposals, and project execution for the business area. David holds over 25 patents and is a Senior Member of IEEE/PES.



*Vice President
Protection, Control
& Automation*

Areas of Expertise

- Protection and Control
- Substation Automation
- Feeder Automation
- Advanced Metering Infrastructure
- Smart Metering

Experience & Background

- Years of experience in the electric power industry1992–Present
- VP, Protection, Control, and Automation, Quanta Technology.....2015–Present
- VP, Automation Solutions, ABB.....2014–2015
- Executive Director Solutions, ABB.....2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity2006–2013
- Vice President of Engineering and Quality, Elster Electricity2001–2006
- Automation Program Manager, ABB1999–2001
- Automation Technology Center Manager, ABB.....1997–1999
- Technology Team Leader, ABB.....1996–1997

Accomplishments & Industry Recognition

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control and automation
- Numerous patents issued
- Numerous industry publications
- IEEE/PES Senior Member

Education

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, SC, 1985



Mike Longrie MBA

Mike Longrie, *PRINCIPAL ADVISOR, Business Development Manager, Central-East Region*, has more than 30 years of experience in the electric utility industry. His experience includes advanced metering infrastructure (AMI), substation design, and automation systems. During his career in the electric power industry, he has been involved with customer requirements gathering and product/solution development. He has held various management roles in sales, technical marketing, and product management.



*Business
Development
Manager
Central-East Region*

Areas of Expertise

- Advanced Metering Infrastructure (AMI) and Substation Automation
- Proposal writing and solution development
- Contract negotiations

Experience & Background

- Years of experience in the electric power industry1987–Present
- Business Development Manager, Substation Automation and Protection, ABB..... 2013–2016
- VP, Product Management, Elster 2002–2012
- Manager, International Sales, ABB 1996–2002
- Senior Substation Engineer, City of Colorado Springs 1987–1994

Education

- MBA, American Graduate School of International Business, ASU, 1995
- MA, Economics, University of Colorado, 1992
- BS, Electrical Engineering (Power Systems), University of Colorado, 1986

Mike can be contacted at MLongrie@Quanta-Technology.com

ATTACHMENT A

REQUEST FOR SERVICES QS-2019-11

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the 23rd day of August, 2017, by and between Florida Municipal Power Agency ("FMPA") and Quanta Technology, LLC ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

- A. Project Scope of Services:** City of Clewiston Advanced Metering Infrastructure (AMI) Deployment – Phase 1.

- B. Project Schedule:** The project will be initiated with a kickoff call to review the project schedule.

- C. Additional FMPA Responsibilities:** None

- D. Project Compensation:** Time and Material Estimated at \$101,653. The total charges for services to be provided under this Agreement will not exceed one hundred one thousand six hundred fifty three dollars (\$101,653.) without obtaining the prior written authorization of FMPA. The Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FMPA.

- E. Project Specific Insurance Requirements or Limitation of Liability (if any – Requires FMPA Risk Review):** None

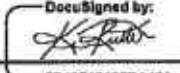
- F. Is this a Major Project?** No


This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the 30th day of Sept, 2019.

FLORIDA MUNICIPAL POWER AGENCY

QUANTA TECHNOLOGY, LLC

By:  _____

By:  _____

Title: Chief Operating Officer

Title: VP

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 7
Commission Meeting Date: October 21, 2019

Subject: Resolution No. 2019-76

1. **Background/History:** Resolution No. 2019-76 authorizes the issuance of the City's promissory note, series 2019 in the principal amount not to exceed \$300,000; pledges certain revenues to repay such note; provides for the creation of certain funds; and awards the note to First Bank by negotiated sale in order to finance the purchase of certain municipal equipment and associated finance costs.
2. **Financial Impact:** \$300,000
3. **Attachments:**
 - a. Resolution No. 2019-76
 - b. Equipment List for Loan Proceeds
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-76.

RESOLUTION 2019-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS PROMISSORY NOTE, SERIES 2019 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000 TO PROVIDE FUNDS FOR CERTAIN MUNICIPAL EQUIPMENT AND COSTS RELATED THERETO; PLEDGING CERTAIN REVENUES TO REPAY SUCH NOTE AS PROVIDED HEREIN; PRESCRIBING THE FORM, TERMS AND DETAILS OF THE NOTE; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; AWARDING THE NOTE TO FIRST BANK BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON,

THAT:

SECTION 1. DEFINITIONS. As used herein, unless the context otherwise requires:

“Act” means the City Charter, Chapter 166, Florida Statutes, and other applicable provisions of law.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in Hendry County, Florida are authorized to be closed.

“City” means the City of Clewiston, Florida.

“Clerk” means the Clerk of the City or any deputy or assistant Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note and capitalized interest.

“Dated Date” means the date of issuance of the Note.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City.

“Governing Body” means the City Commission, or its successor in function.

“Lender” means First Bank, the initial purchaser of the Note, and its successors and assigns.

“Mayor” means the Mayor or the Vice Mayor of the City.

“Non-Ad Valorem Revenues” means all revenues received by the City from sources other than ad valorem taxation.

“Noteholder” or “Holder” means the registered owner (or its authorized representative) of the Note.

“Note” means the City’s Promissory Note, Series 2019 authorized to be issued by the City in the aggregate principal amount not to exceed \$300,000.

“Note Payment Fund” means the fund of that name established pursuant to Section 13 hereof.

“Pledged Funds” means (i) the amounts on deposit in the Note Payment Fund and investment income from amounts on deposit therein, (ii) the City’s legally available Non-Ad Valorem Revenues in an amount sufficient to pay principal and interest on the Note when due and (iii), until expended to pay Costs of the Project, the moneys on deposit in the Project Fund and investment income from amounts on deposit therein.

“Project” means the purchase and installation of certain municipal equipment including golf carts.

“Project Fund” means the fund of that name established pursuant to Section 12 hereof.

“Resolution” means this Resolution, authorizing the issuance of the Note, as the same may from time to time be amended, modified or supplemented.

“State” means the State of Florida.

SECTION 2. AUTHORITY FOR RESOLUTION. This Resolution is enacted pursuant to the provisions of the Act. The City has ascertained and hereby determined that enactment of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the City in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the City herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the City .

SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of the Note by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the City with the Holder, and shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Note. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Holder of the Note in accordance with the terms hereof.

SECTION 4. AUTHORITY FOR ISSUANCE OF NOTE. Subject and pursuant to the provisions hereof, a note to be known as “City of Clewiston Promissory Note, Series 2019” is hereby authorized to be issued in an aggregate principal amount not to exceed \$300,000 for the purpose of financing the Costs of the Project. The City shall not use the proceeds of the Note for any purpose other than financing the Costs of the Project without the prior written approval of the Lender, which approval may be conditioned upon the receipt of an opinion of nationally recognized bond counsel to the effect that such use will not adversely affect the exclusion from the gross income of the Holder of the interest on the Note.

SECTION 5. DESCRIPTION OF NOTE. The Note shall be issued in one (1) typewritten certificate, shall be dated the Dated Date and shall mature not later than five (5) years from the date of issuance thereof. The Note shall bear interest from the Dated Date at an interest rate of 2.5%. Principal and interest on the Note will be payable in 60 monthly installments, beginning December 1, 2019, in such amounts as will result in approximately level debt service on the Note. Details of the Note shall be as provided in the form of Note attached as Exhibit “A” hereto with such insertions, omissions, endorsements and variations as approved by the Mayor, with execution and delivery of the Note to be conclusive evidence of such approval.

The Note shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit “A” hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the Clerk. So long as the Note shall remain outstanding, the City shall maintain and

keep books for the registration and transfer of the Note. The Note may be assigned as provided in the form of Note attached as Exhibit "A" hereto.

SECTION 6. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the manual signature of the Mayor, the seal of the City shall be imprinted, reproduced or lithographed on the Note, and the Note shall be attested to by the manual signature of the Clerk. If any officer whose signature appears on the Note ceases to hold office before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of the Note shall be the proper officers to sign the Note although at the date of the Note or the date of delivery thereof such persons may not have been such officers.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. If the Note is mutilated, destroyed, stolen or lost, the City may, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay a Note that has matured or is about to mature. A mutilated Note shall be surrendered to and canceled by the Secretary or its duly authorized agent. The Holder must furnish the City or its agent proof of ownership of any destroyed, stolen or lost Note, post satisfactory indemnity, comply with any reasonable conditions the City or its agent may prescribe, and pay the City's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation of the City whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 8. PROVISIONS FOR PREPAYMENT. The Note may be prepaid, in whole or in part, at any time, without penalty or premium. Each prepayment and redemption of such Note shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Bank not less than ten (10) days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

SECTION 9. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST; LIMITED OBLIGATION; NO ADDITIONAL DEBT PERMITTED. The City promises that it will promptly pay the principal of, premium, if any, and interest on the Note at the place, on the dates and in the manner provided therein, provided that the principal of, premium, if any, and interest on the Note is secured solely by and payable from the Pledged Funds, and nothing in this Resolution or the Note shall be construed as pledging any other funds or assets of the City to such payment or authorizing such payment to be made from any other source. No Holder shall have any right to resort to legal or equitable action to require the City to levy and collect any tax or to keep any tax in force to pay principal of, premium, if any, or interest on the Note or make deposits to the Note Payment Fund from any source of funds other than the legally available Non-Ad Valorem Revenues of the City or, except as otherwise provided herein, to compel the City to appropriate any amount from other available monies of the City to make any payment required hereby or by the Note or to make deposits to the Note Payment Fund.

SECTION 10. NOTE NOT TO BE GENERAL INDEBTEDNESS OF THE CITY. The Note shall not be or constitute a general obligation or indebtedness of the City within the meaning of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Funds, in the manner and to the extent herein and in the Note provided. No Holder shall ever have the right to

compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal, premium, if any, and interest from any funds of the City other than the Pledged Funds, all in the manner and to the extent herein and in the Note provided. The Note shall not constitute a lien upon any of the facilities of the City.

SECTION 11. NOTE SECURED BY LIEN OF PLEDGED FUNDS. The Note shall be secured by, and the City hereby grants to the Holder to secure payment of the Note, a lien on and pledge of the Pledged Funds. The City covenants that until the Note shall have been paid in full it will not create or permit to be created any charge or lien on the Pledged Funds except pursuant to this Resolution.

While the Note is outstanding, the City agrees and covenants that its Pledged Funds shall cover projected annual debt service due on the Note.

SECTION 12. PROJECT FUND. There is hereby created by the City and ordered established a fund to be held by the City and designated "City of Clewiston Promissory Note, Series 2019 Project Fund." The proceeds of the Note, net of such proceeds used to pay costs of issuance of the Note shall be deposited into the Project Fund and applied as provided herein. No withdrawals may be made from the Project Fund without the written approval of the City Manager, and only upon receipt of a written requisition executed by the City Manager or his designee, specifying the purpose for which such withdrawal is to be made and certifying that the withdrawal is for payment of Costs of the Project. Any moneys remaining in the Project Fund upon the completion of the Project, as certified by the City Manager, shall be deposited into the Note Payment Fund and applied to pay the succeeding installment(s) of principal of and interest on the Note.

SECTION 13. NOTE PAYMENT FUND. There is hereby created by the City and ordered established a fund to be held by the City and designated “City of Clewiston Promissory Note, Series 2019 Note Payment Fund.” All Pledged Funds required to timely pay principal and interest on the Note shall be deposited into the Note Payment Fund by the City immediately upon the receipt thereof. Moneys in the Note Payment Fund shall be used solely to pay the principal of, premium, if any, and interest on the Note when due.

SECTION 14. NATURE OF FUNDS. The designation and establishment of the Note Payment Fund and the Project Fund shall not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain moneys as herein provided. The moneys required to be accounted for in the Note Payment Fund and the Project Fund may be commingled with other moneys of the City in a single bank account, and may be invested along with other moneys of the City in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys in the Note Payment Fund and the Project Fund. Investments in the Note Payment Fund shall mature not later than the date needed to make debt service payments on the Note and investments in the Project Fund shall mature not later than the date needed to pay Costs of the Project.

SECTION 15. OPERATING BUDGET; FINANCIAL STATEMENTS; INSPECTION. The City shall comply with all Hendry County, State and federal regulations regarding all time frames for public reporting of all budgetary, compliance and financial issues. The City shall annually provide to the Holder a copy of (a) the City’s annual operating budget for each Fiscal Year ending after September 30, 2020, promptly, but not later than thirty (30) days after the same is adopted, and

(b) the City's audited financial statements for each Fiscal Year ending after September 30, 2019, prepared in accordance with law, within 210 days of the end of each such Fiscal Year. All financial statements required to be delivered under this Resolution shall be prepared, in accordance with Generally Accepted Accounting Principles (as defined below), except for departures from Generally Accepted Accounting Principles that may from time to time be approved in writing by the Holder of the Note and the independent certified public accountants who are at the time reporting on the financial statements of the City. As used in this Resolution, "Generally Accepted Accounting Principles" means those principles of accounting set forth in pronouncements of the Governmental Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants or those principles of accounting which have other substantial authoritative support and are applicable in the circumstances as of the date of application.

The City shall permit the holder of the Note, upon reasonable notice and during normal business hours, to meet with the City Manager and any other City employee or officer, to discuss and/or inspect the affairs, finances, business and accounts of the City.

SECTION 16. AWARD OF NOTE BY NEGOTIATED SALE. Because of the nature of the Note, the maturity of the Note and the prevailing market conditions, the negotiated sale of the Note to the Lender is hereby found to be in the best interests of the City and the City hereby awards the Note to the Lender.

SECTION 17. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Resolution may be modified, amended or supplemented by the City from time to time prior to the issuance of the Note hereunder. Thereafter, no modification, amendment or supplement of this

Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holder.

SECTION 18. TAX COVENANTS. It is the intention of the City and all parties under its control that the interest on the Note be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with each Holder of the Note issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Note issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

- a) to refrain from using proceeds from the Note in a manner that might cause the Note to be classified as a private activity bond under Section 141(a) of the Code;
- b) to refrain from using the proceeds of the Note in a manner that might cause the Note to become a “reimbursement bond” under Section 1.150-2 of the tax regulations promulgated pursuant to the Code, unless the general operating rules for reimbursement expenditures contained therein are complied with; and
- c) to refrain from taking any action that would cause the Note to become an arbitrage bond under Section 148 of the Code.

The City understands that the foregoing covenants impose continuing obligations of the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code are applicable to the Note.

SECTION 19. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an “Event of Default”:

(i) The City shall fail to pay the principal of or interest on the Note when due;

(ii) The City shall default under any obligation for the repayment of money;

(iii) The City shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt;

(iv) Any representation or warranty of the City set forth in this Resolution shall have been untrue when made; or

(v) The City shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Note, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Holder; provided that such default shall not be an Event of Default if such default is capable of cure and the City within such 30 day period commences and carries out with due diligence to completion (although not necessarily within such thirty (30) day period) such action as is necessary to cure the same.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 20. GENERAL AUTHORITY. The Mayor and the members of the Governing Body and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Note, including the execution of any documents or instruments relating to payment of the Note, and each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 21. WAIVER OF JURY TRIAL. LENDER AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RESOLUTION, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH,

OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 22. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 23. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Holder from time to time of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the holder from time to time of the Note issued hereunder.

SECTION 24. CONTROLLING LAW; MEMBERS OF CITY NOT LIABLE. All covenants, stipulations, obligations and agreements of the City contained in this Resolution and the Note shall be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in this Resolution or the Note shall be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the City or the Governing Body in his or her individual capacity, and neither the members or officers of the Governing Body nor any official executing the Note shall be liable

personally on the Note or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note by the City or such members thereof.

SECTION 25. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 26. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND APPROVED by the City Commission of the City of Clewiston this 21st day of October, 2019.

ATTEST:

CITY OF CLEWISTON

Mary K. Combass, City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

EXHIBIT A

FORM OF NOTE

Equipment List for Loan Proceeds

Department		Equipment Description	Budgeted Cost	
1011	City Commission	Software/Tablets for Meetings	\$ 15,000	FY 2020 Budget
1012	City Manager	Vehicle	\$ 30,000	FY 2020 Budget
7073	Streets & Sidewalks	Utility Vehicle	\$ 10,000	FY 2020 Budget
8086	Golf Course	Golf Cart Fleet Replacement	\$ 180,000	Approved 8/19/2019
8086	Golf Course	Golf Picker	\$ 8,000	FY 2020 Budget
8086	Golf Course	Rough Mower	\$ 20,000	FY 2020 Budget
8086	Golf Course	Fairway Mower	\$ 28,000	FY 2020 Budget
			\$ 291,000	

City of Clewiston
Public Works Department
Monthly Productivity Report
September 1, 2019 thru September 30, 2019

Fleet Management

Units worked on

Fire Dept.	1	Solid Waste	6
Electric Department	3	Streets	4
Utilities	6	Recreation	1
Police Dept.	6	Animal Control	1

Note: All emergency generators were serviced and cycled.

Facility Maintenance

Clerical (Hrs)	39	Pressure washing (Hrs)	3
Plumbing repairs (Hrs)	13	Painting (Hrs)	19
Electrical repairs (Hrs)	10	Building repairs (Hrs)	89
Air conditioning repair	5		

Solid Waste

Commercial (Tons)	266.72	Horticulture (Tons)	31.46
Residential (Tons)	344.94	Recycled material (Lbs)	120
Roll-offs in service	15	Roll-off revenue	\$3,900.00
Tipper carts placed	4	Shopping carts collected	3

Streets and Sidewalks

Drainage

Street swept (Miles)	10	Street debris (Tons)	4.24
Street repairs hrs	4		

Signs

Information signs	4	Signs repaired	5
Regulatory signs	3		

Landscaping

Trees trimmed (Hrs)	34	Trees removed	2
Weed control (Gals)	87	Manual weed control (Hrs)	17
Litter control (Lbs)	372	Mowing (Hrs)	70
Sprinkler repairs (Hrs)	2	Mulching (Hrs)	2

*Note: Staff spent 8 hours removing storm shutters.
Staff poured the concrete pad for the new Police Dept. generator .
56 Hours were spent rebuilding the cities portable stage.
Staff spent 14 hours on manual Solid Waste collection.*

UTILITIES MONTHLY ACTIVITY REPORT FOR OCT 2019

ELECTRIC DEPARTMENT

Kwh purchased	10,872,912	Month of SEPT
Kwh sold	10,404,322	
Total Electric Meters	4,101	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	120	22	2	60 minutes
Street Light repairs	4			
Voltage checks	2			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	33,634	14,888	48 Million Gallons
Total Water Meters	3538		
Water Breaks	6		

SEWER PLANT

Gallons Processed	2.00	Month of SEPT
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OFFICE ACTIVITY

New Accounts (Move Ins)	58
Closed Accounts (Move Outs)	41
Disconnects for Nonpayment	55
Reconnects from Nonpayment	49
Meter Rereads Completed	39
All Locates	30
All Meter Changes	31
Miscellaneous	99
Trim Tree	18
Total other Work Orders completed	24
Total Work Orders Completed by all Departments	456

Monthly Facility & Park Rentals
September RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	4	1 City Use, 3 Business
Beardley Room	2	1 City, 1 Business
Youth Center	8	4 Resident, 6 County Resident
C.S. Mott Pool	3	2 Resident, 1 School
STP Pavilion #1	2	Resident
STP Pavilion #2	0	
STP Pavilion #3	2	1 Resident, 1 NonResident
STP Pavilion #4	1	Resident
Sugarland Park Pavilion	3	Resident
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Sugarland Sports Complex	0	
Splash Pad	0	
Chickee	0	

**PROTECTIVE INSPECTIONS
ACTIVITY REPORT FOR COMMUNITY
DEVELOPMENT DEPARTMENT
September 2019**

Building Department

- Issued 30 permits
- Performed 133 inspections
- Performed 30 plan reviews
- Serviced customers 392 phone & 186 walk ins
- Lien searches researched – 9
- New Business Licenses issued – 1
- Renewed Business Licenses- 140
- Issued (6) yard sale permits
- Prepared monthly report for U.S. Census Bureau
- Prepared monthly report for SW Florida Regional Planning Council
- Prepared monthly report for Hendry County Property Appraiser

Planning & Zoning

- No Meeting

Community Redevelopment Agency

- No Meeting

Building Board

- No Meeting

Fire Marshal & Fire Department

- The fire department responded to:
 - 4 First Responder calls
 - 18 City calls
 - 21 County calls
 - 12 Fire Inspections

Inspected Date	Permit#	Inspection Type	Result	Inspector
9/3/2019	19-0102	FINAL	Pass	TReese
9/3/2019	19-0121	MR	Pass	TReese
9/3/2019	19-0121	MF	Pass	TReese
9/3/2019	19-0133	FINAL	Pass	TFisher
9/3/2019	19-0149	E-TEMP	Pass	TReese
9/3/2019	19-0152	E-TEMP	Pass	TReese
9/3/2019	19-0236	SHEATHIN	Pass	TReese
9/3/2019	18-0269	A/C-FNL	Pass	TFisher
9/3/2019	18-0269	PLMB-FNL	Pass	TReese
9/3/2019	19-0255	DRY-IN	Pass	TFisher
9/3/2019	19-0255	FINAL	Pass	TReese
9/3/2019	19-0258	WINDOW/DOOR	Pass	TReese
9/3/2019	19-0258	BLDG-FNL	Pass	TFisher
9/3/2019	19-0273	FINAL	Pass	TFisher
9/3/2019	19-0296	FOUND	Pass	TReese
9/3/2019	19-0296	SHEATHIN	Pass	TReese
9/3/2019	19-0296	FINAL	Pass	TReese
9/3/2019	19-0159	A/C -RGH	NC	TFisher
9/3/2019	19-0120	CONFINS	Pass	TReese
9/4/2019	19-0304	CONFINS	Pass	TReese
9/4/2019	19-0304	CONFINS	Pass	TReese
9/5/2019	19-0120	DRY IN	Pass	TReese
9/5/2019	19-0120	PLMB-FNL	Pass	TReese
9/5/2019	19-0120	FIRE/SAFETY	Pass	TReese
9/5/2019	19-0120	INSUL	Pass	TReese
9/5/2019	19-0120	ROOF-FNL	Pass	TReese
9/5/2019	19-0120	ERLY PWR	Pass	TReese
9/5/2019	19-0120	TRASH	Pass	TReese
9/5/2019	19-0120	WINDOW	Pass	TReese
9/5/2019	19-0120	DRYWALL	Pass	TReese
9/5/2019	19-0120	SETBACK	Pass	TReese
9/5/2019	19-0120	LNDSCAPE	Pass	TReese
9/5/2019	19-0120	A/C-FNL	Pass	TReese
9/5/2019	19-0120	ELECT-F	Pass	TReese
9/5/2019	19-0120	PLUMB-TI	Pass	TReese
9/5/2019	19-0120	EC	Pass	TReese
9/5/2019	19-0120	ELECT-UG	Pass	TReese
9/5/2019	19-0120	DRIVEWAY	Pass	TReese
9/5/2019	19-0120	BLDG-FNL	Pass	TReese
9/5/2019	19-0134	BLDG-FNL	NC	TFisher
9/5/2019	19-0220	SETBACK	Pass	TReese
9/5/2019	19-0225	FRAME	Pass	TReese
9/5/2019	19-0234	FINAL	Pass	TReese
9/5/2019	19-0284	FINAL	NC	TFisher
9/5/2019	19-0288	FINAL	NC	TFisher
9/5/2019	19-0293	FINAL	Pass	TReese

9/5/2019	19-0293	FOUND	Pass	TFisher
9/5/2019	19-0293	SETBACK	Pass	TReese
9/5/2019	19-0120	BLDG-FNL	Pass	TReese
9/5/2019	19-0120	BLDG-FNL	Pass	TReese
9/5/2019	19-0120	CONFINS	Pass	TReese
9/5/2019	19-0120	CONFINS	Pass	TReese
9/5/2019	19-0120	CONFINS	Pass	TReese
9/5/2019	19-0120	CONFINS	Pass	TReese
9/5/2019	19-0120	CONFINS	Pass	TReese
9/9/2019	19-0225	PLMB-UG	Pass	TReese
9/9/2019	19-0236	PLMB-RGH	Pass	TReese
9/9/2019	19-0236	ELECT-R	Pass	TFisher
9/9/2019	19-0236	FRAME	Pass	TFisher
9/9/2019	19-0236	A/C -RGH	Pass	TReese
9/9/2019	19-0237	PLMB-RGH	Pass	TFisher
9/9/2019	19-0237	ELECT-R	Pass	TFisher
9/9/2019	19-0237	FRAME	Pass	TFisher
9/9/2019	19-0237	A/C -RGH	Pass	TFisher
9/9/2019	19-0304	FOUND	Pass	TReese
9/12/2019	19-0289	MR	Pass	TFisher
9/12/2019	19-0289	MF	Pass	TFisher
9/12/2019	19-0311	eInspType	Pass	TReese
9/12/2019	19-0311	eInspType	Pass	TReese
9/16/2019	19-0316	CONFINS	Pass	TReese
9/16/2019	19-0316	REINSPEC	Pass	TReese
9/17/2019	18-0269	DUMP - R	Pass	SScheflr
9/17/2019	18-0269	DUMP- F	Pass	SScheflr
9/17/2019	18-0269	FINAL	Pass	SScheflr
9/17/2019	19-0099	Driveway Apron Final	Pass	SScheflr
9/17/2019	19-0099	Driveway Rough	Pass	SScheflr
9/17/2019	19-0099	Driveway Swale/Location	Pass	SScheflr
9/17/2019	19-0099	Driveway Final	Pass	TReese
9/17/2019	19-0159	DRYWALL	Pass	TFisher
9/17/2019	19-0099	Driveway Apron Rough	Pass	TReese
9/17/2019	19-0239	FINAL	Pass	TReese
9/17/2019	19-0277	DRY-IN	Pass	TReese
9/17/2019	19-0159	PLMB-RGH	Pass	TReese
9/17/2019	19-0159	ELECT-R	Pass	TReese
9/17/2019	19-0159	PLMB-RGH	Pass	TReese
9/17/2019	19-0159	ELECT-R	Pass	TFisher
9/17/2019	18-0269	FINAL	Pass	TReese
9/17/2019	18-0269	FINAL	Pass	TReese
9/17/2019	19-0134	BLDG-FNL	Pass	TReese
9/17/2019	19-0304	FOUND	Pass	TReese
9/18/2019	19-0131	Pool Electrical Final	Pass	TReese
9/18/2019	19-0131	Pool Final	Pass	TReese
9/18/2019	19-0131	Pool Wet Niche	Pass	TReese

9/18/2019	19-0131	Pool Dimensions	Pass	TReese
9/18/2019	19-0131	Pool Plumbing Final	Pass	TFisher
9/18/2019	19-0131	Pool Tie Beam	Pass	TFisher
9/18/2019	19-0131	Pool Deck	Pass	TReese
9/18/2019	19-0131	Baby Barrier	Pass	TFisher
9/18/2019	19-0149	PLMB-RGH	Pass	TFisher
9/18/2019	19-0149	ELECT-R	Pass	TFisher
9/18/2019	19-0149	FRAME	Pass	TFisher
9/18/2019	19-0270	FINAL	Pass	TReese
9/18/2019	19-0294	Final	Pass	SScheffr
9/18/2019	19-0298	STUCCO	Pass	TReese
9/18/2019	19-0311	FOOTER/REBAR	Pass	TReese
9/18/2019	19-0149	A/C -RGH	Pass	TReese
9/19/2019	19-0157	confirm	Pass	TReese
9/20/2019	19-0156	ELECT-R	Pass	TReese
9/20/2019	19-0257	PLUMB-R	Pass	TReese
9/20/2019	19-0277	FINAL	Pass	TReese
9/20/2019	19-0301	DRY-IN	Pass	TFisher
9/20/2019	19-0301	FINAL	Pass	TReese
9/20/2019	19-0302	DRY-IN	Pass	TFisher
9/20/2019	19-0304	FRAME	Pass	TReese
9/26/2019	19-0190	MF	Pass	TReese
9/27/2019	19-0042	Driveway Apron Rou	Pass	SScheffr
9/27/2019	19-0042	Driveway Apron Fina	Pass	SScheffr
9/27/2019	19-0042	Driveway Rough	Pass	SScheffr
9/27/2019	19-0156	ROOF-FNL	Pass	TReese
9/27/2019	19-0159	ROOF-FNL	Pass	TReese
9/27/2019	19-0159	E-TEMP	Pass	TFisher
9/27/2019	19-0225	PLMB-RGH	Pass	TReese
9/27/2019	19-0225	A/C -RGH	Pass	TReese
9/27/2019	19-0269	MR	Pass	TReese
9/27/2019	19-0274	WINDOW/DOOR	Pass	TReese
9/27/2019	19-0274	BLDG-FNL	Pass	TReese
9/27/2019	19-0303	FRAME	Pass	TReese
9/27/2019	19-0303	ELECT-R	Pass	TReese
9/27/2019	19-0303	PLMB-RGH	Pass	TReese
9/27/2019	19-0316	FINAL	Pass	TReese
9/27/2019	19-0225	ELECT-R	Pass	TReese
9/27/2019	19-0225	FRAME	Pass	TReese
9/27/2019	19-0156	ELECT-R	Pass	TReese
Total 133				

Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Benny Richmond, Inc.	John Michael & Lisa L Stevens	9/3/2019	ACC-BLDG	19-0304	105 Ridgewood Ave	32,000.00	0	245.7
Clyde Johnson Contracting & Roofing, Inc.	Yasin Khan	9/3/2019	REROOF	19-0305	550 S Lopez St	62,375.00	0	406.9
Owner	Alan G & Lori A Gibson	9/4/2019	ACC-BLDG	19-0306	404 E Alverde Ave	4,500.00	0	105.3
Big Lake Roofing & Repairs	Donald R Riley	9/4/2019	REROOF	19-0307	704 Saginaw Ave	12,825.00	0	146.9
Owner	Alfonso & Abelina Gonzalez	9/6/2019	BLDG-RMR	19-0309	109 E Sugarland Cir	6,106.00	0	115.7
Owner	Luis J Julca	9/10/2019	ACC-BLDG	19-0310	317 E Obispo Ave	3,500.00	0	94.9
Solid Makers Aluminum Structures, Inc.	Emilio & Blanca Mola	9/11/2019	ACC-BLDG	19-0311	504 San Luiz Ave	4,500.00	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Clewiston One LLC	9/12/2019	SIGN	19-0312	100 E Sugarland Hwy	3,900.00	0	100.1
Adron Fence Co.	Claudia A Wilson	9/12/2019	FENCE	19-0313	326 E Avenida Del Rio	3,009.00	0	100.1
Central Electric Company	CWR Land Corp.	9/12/2019	ELECT	19-0314	730 S Francisco St Lot 66	800	0	84.5
Owner	Alberto Santana Rodriguez	9/16/2019	BLDG-RMR	19-0315	211-213 Margaret St	2,300.00	0	94.9
IMC Services & Design LLC	Jackie Redish	9/16/2019	REROOF	19-0316	813 E El Paso Ave Lot 46	2,300.00	0	94.9
Glades Roofing LLC	Milagro & Agustina Lopez	9/16/2019	REROOF	19-0317	294 Basilan Crescent Ct	6,273.00	0	115.7
Glades Roofing LLC	Milagro & Agustina Lopez	9/17/2019	BLDG-RMC	19-0318	294 Basilan Crescent Ct	4,758.00	0	105.3
Diaz Asphalt, LLC	Isaiah Escorcia	9/18/2019	DRIVEWAY	19-0319	605 E Sagamore Ave	2,400.00	94.9	0
Lee Designs, LLC	Sugarland Plaza, Inc.	9/19/2019	SIGN	19-0320	820 W Sugarland Hwy	2,000.00	0	89.7
Owner	Judy Vann	9/20/2019	ACC-BLDG	19-0321	544 E Osceola Ave	2,200.00	0	94.9

Signstation, Inc	Sugarland Plaza, Inc.	9/20/2019	ELECT	19-0322	900 W Sugarland Hwy	2,400.00	94.9	0
Airlink Airconditioning	Dale & Gail Coyne	9/20/2019	MECH	19-0323	1030 W Sugarland Hwy	6,500.00	0	115.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	9/20/2019	BLDG-RMR	19-0324	1025 Caribbean Ave	2,000.00	0	89.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	9/20/2019	BLDG-RMR	19-0325	916 Popash Cir	2,000.00	0	89.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	9/20/2019	BLDG-RMR	19-0326	1024 Bayberry Loop	2,000.00	0	89.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	9/20/2019	BLDG-RMR	19-0327	211 Ridgewood Ave	2,000.00	0	89.7
Superior Contracting of South Florida	Martin J & Adela Vallejo	9/20/2019	BLDG-RMR	19-0328	204 Ridgewood Ave	2,000.00	0	89.7
Jimmy Pittman Electrical, Inc.	Bass & Sun Condominium, Inc.	9/20/2019	ELECT	19-0330	500 N Francisco St	2,495.00	0	94.9
	Luis Rosquete	9/24/2019	ACC-BLDG	19-0331	409 W Sugarland Cir	3,846.00	0	100.1
MG Excellent Services Corp	Brian & Grecia Timmsen	9/25/2019	REROOF	19-0332	312 W Circle Dr	11,500.00	0	0
Brian Sullivan Contractor, Inc.	U. S. Sugar Corp.	9/25/2019	ACC-BLDG	19-0333	111 Ponce De Leon Ave	20,000.00	0	183.3
Superior Contracting of South Florida	CI Wells Properties LLC	9/25/2019	REROOF	19-0334	501 S Francisco St	17,400.00	0	172.9
Metal Tech Roofing LLC	Haitham Kaki	9/26/2019	REROOF	19-0335	216 E Avenida del Rio	9,500.00	0	131.3
Total 30				Total	Total	239,387.00	189.8	3326.7