



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, May 15, 2023 – 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.

- a. **Lisa Kelley, Treasurer, Hendry County Fair & Livestock Show – Flag Raising Event**

1. Consent Agenda

- A. *City Commission Workshop – December 5, 2022*
- B. *City Commission Meeting Minutes – April 17, 2023*
- C. *Resolution No. 2023-033 – FDOT State Highway Lighting Maintenance, and Compensation Agreement Work Order, Contract Number ASG07 for FY 2023-2024*
- D. *Resolution No. 2023-034 – FDOT Traffic Signal Maintenance and Compensation Agreement Amendment*
- E. *Resolution No. 2023-035 – MOU for Law Enforcement Agency Access to Drive and Vehicle Information Database System (DAVID)*
- F. *Resolution No. 2023-036 – FDLE MOU*
- G. *Resolution No. 2023-037 – Mauldin & Jenkins, LLC Letters of Engagement for the Clewiston Community Redevelopment Agency*
- H. *Resolution No. 2023-038 – Cox Research and Technology, Inc. Change Order No. 1 for the Phase 3 Infiltration Correction Services – Control Boxes project*
- I. *Resolution No. 2023-039 – Xylem Water Solutions USA, Inc. Change Order No. 1 for the Phase 3 Infiltration Correction Services – Pumps project*

Exhibit: Agenda Item No. 1A-I

Recommendation: Recommended motion is to approve the consent agenda.

PRESENTATION

2. Automated Metering Infrastructure (AMI) Project

PUBLIC HEARINGS

3. **Ordinance No. 2023-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.** - Ordinance No. 2023-03 amends the Official Zoning Map by changing the zoning designations of certain property located along the US 27 Corridor of approximately 86.05 acres from various zoning categories to US 27 Commercial Corridor District (US 27).
Exhibit: Agenda Item No. 3
Recommendation: Recommended motion is to approve Ordinance No. 2023-03.
4. **PUBLIC HEARING – Fire Protection Assessment - 5:05 p.m.**
Exhibit: Agenda Item No. 4
Recommendation: Recommended motion is to table the adoption of the final fire protection assessment to the Tentative Millage and Budget Hearing on September 7, 2023 at 5:05 p.m.
5. **Resolution No. 2023-040 – PUBLIC HEARING - 5:05 p.m.** – Resolution No. 2023-040 adopts the City of Clewiston Waterfront Master Plan funded through the FWC Florida Boating Improvement Program (FBIP).
Exhibit: Agenda Item No. 5
Recommendation: Recommended motion is to approve Resolution No. 2023-040.

ORDINANCE

6. **Ordinance No. 2023-04 – First Reading** – Ordinance No. 2023-04 amends Chapter 2, Article IV Firefighters Retirement System of the Clewiston Code of Ordinances.
Exhibit: Agenda Item No. 6
Recommendation: Recommended motion is to approve Ordinance No. 2023-04 on first reading and set the public hearing for June 19, 2023.

RESOLUTIONS

7. **Resolution No. 2023-041** – Resolution No. 2023-041 approves the State of Florida Department of Transportation State-Funded Grant Agreement , FPN 450849-1-54-01, for the design, construction, and CEI of North Francisco Street Improvements Project.
Exhibit: Agenda Item No. 7
Recommendation: Recommended motion is to approve Resolution No. 2023-041.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

8. **Old Business**
 9. **Departmental Monthly Activity Reports** - Presented for information only.
 10. **Comments from City Manager**
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11. Comments from City Attorney

12. Comments from the City Commission

Adjournment

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

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

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

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

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, December 5, 2022

The Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, December 5, 2022. The workshop was called to order at 5:00 p.m. by Vice Mayor Greg Thompson. Commissioner James Pittman gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Randy Martin, City Clerk Kathy Combass, Director of Operations Danny Williams, Community Development Director Travis Reese, Assistant Utilities Director Lynne Mila, Code Enforcement Officer Debbie Clay, Consulting Engineers Andy Tilton, Joe DeBono and William Saum. City Attorney Dylan Brandenburg attended via telephone.

Others Present: Terry Gardner

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

Public Comments – There were no public comments.

- 1. Storm Shutters Ordinance Review** – Code Enforcement Officer Debbie Clay reported on some of the issues she has encountered while attempting to enforce Section 110-530 and 110-531 of the City Code of Ordinances. She stated the City's current ordinance does not have interpretive guidelines or adequate definitions to effectively deal with aesthetics and life safety aspects related to storm shutter regulations. She commented specifically on the evolution of regulatory interpretations for permanently installed plywood panels. These were allowed until an incident occurred where the windows of an unoccupied building were secured with permanent installed plywood shutters and over time for security purposes; legal counsel's interpretation of security plywood and plywood being used as shutters changed but there is no mention of permanent plywood usage in the code. Commissioner Gardner stated that it was her interpretation that no permanently installed plywood panels would be allowed any time throughout the year other than on the rear of the building. Commissioner Pittman asked Officer Clay to comment on her definition of "permanent". Manager Martin noted that Attorney Brandenburg had some points of view on definitions that he will share with the

Commission as the discussion continues. Officer Clay reviewed pictures illustrating her interpretation of permanent and temporary shutters in a Power point presentation. Commissioner Gardner stated that her interpretation of permanently installed was not permanently shut. Commissioner Pittman suggested that permanently installed nice looking shutters be allowed to be shut for six months out of the year if the building is unoccupied. Vice Mayor Thompson stated that he feels the owner should be able to leave them closed 12 months out of the year because it is their house. Commissioner Hyslope noted that a lot of people do not want to live next door to a shuttered house. Commissioner Pittman pointed out that they were specifically talking about storm shutters, not security shutters and asked what if the owner called it a security shutter. Manager Martin described a code case as an example where the owner said that the tenants did not want the shutters taken down after the storm because of security. Commissioner Pittman suggested requiring the owner to notify the city if they are going to be gone for six months and the shutters are going to be closed. Director Reese cautioned the Commission about allowing storm shutters anywhere because of blight. He stated that storm shutters are needed because of the area we live in. He asked the Commission to think about what the code enforcement officer is going to have to regulate because what do you do when you find shutters that are not aesthetically pleasing. You have to have very clear rules that the code enforcement officer can follow and regulate. Commissioner Gardner stated that she feels there should be some landscaping requirements if you are going to permanently leave your back window shuttered so that it cannot be seen by the neighbors or the road. Officer Clay then stated that staff feels the current ordinance requirement of 72 hours is too quick to require storm shutters to be removed after a storm. She also noted that the City's code was silent as to storm shutter regulation prior to 2016 and explained that having insight about the Commission's intentions and specific definitions help her when she is trying to enforce the policy. Manager Martin stated that what we are trying to accomplish tonight is to give the Commission all the information and ideas that we have and then calendar this to come back for further consideration. Attorney Brandenburg stated that he could assist with the specific language for the ordinance if the Commission could provide a desired general direction. His only concern would be with if you start applying specific things to what a shutter is in your ordinance, it starts looking like an exclusive list and you could end up in a situation where someone puts up something crazy on their house and tells you that it is not addressed in the City's ordinance. He advised the Commission to make sure the language is specific enough to give direction to code enforcement but broad enough to cover anything that people might try to put up. Commissioner Gardner stated that she was on the board in 2016 and remembered that it was realized there were issues with the ordinance. She then mentioned that she liked the highlighted language about storm panels and hurricane shutters in the code for Southwest Ranches and Bal Harbor which were examples staff had included in the report. Attorney Brandenburg noted that he also liked the language used by Southwest Ranches. Officer Clay shared that she has been told by property owners that plywood or shutters were up for security reasons, they were up because of an early named storm, they wanted to leave them up until the end of hurricane season in case there was another storm, and because the building was unoccupied. Commissioner Gardner suggested that a form be used for the handicapped or elderly for exceptions to be made. Officer Clay stated that she understands that you cannot define everything but feels there has to be some definition language. She is looking for the Commission's intent for their storm shutter ordinance so that she has a better picture of what she is expected to enforce.

Commissioner Pittman stated that he thinks a definition would help Officer Clay with citizens that might argue with her interpretation. Commissioner Gardner stated that her understanding was that they should not be permanently shuttered and that to her is not a hurricane shutter. She understands that some people are only here part of the year but some of those people have them in their back yard all year long. She feels all of that impacts our neighborhoods and the look of our community. She mentioned that special exceptions were made in the past for vacant buildings that have been broken into because they did not want people living in vacant buildings. Commissioner Pittman pointed out that security shutters are different; we are talking about storm shutters. Officer Clay stated that she feels the Southwest Ranches definition for storm panels is what we are looking for if we are talking about a hurricane or storm shutter versus a security type shutter. Commissioner Gardner stated that she mentioned Bal Harbor's ordinance because it did not prohibit decorative non-functional shutters consistent with the drawings of architectural design and storm shutters such as Bahama shutters. Manager Martin suggested that staff and the attorney consider tonight's comments and develop a draft to review including consideration of next steps. Commissioner Pittman stated that he would like for the Commission to do that as soon as possible.

City Attorney Brandenburg left the workshop at 5:45 p.m.

2. **Comprehensive Utilities Master Plan Overview** – Manager Martin reported research of past Commission meeting minutes and other historical record documents indicated the City had commissioned an engineer to prepare an initial Sanitary Wastewater Facility Master Plan in 1960 which was subsequently updated in 1969. The 1969 update is available, but a copy of the 1960 plan had not yet been located. There is also a 1974 Clewiston Water Facilities for the United States Sugar Corporation Analysis and Report and a 1971 Sanitary Wastewater Facility Plan which was primarily developed when the City built the original old treatment plant located off of South Francisco. He noted that the plans were all done by Gee and Jensen who were the consulting engineers that represented the City. He stated the City subsequently built a new wastewater plant that went online in the mid-1980's which initially served less than 300 customers. He commented on the focus of each of the plans and the City's goals and efforts over the years to extend wastewater services throughout the city limit boundaries. He noted the current water plant was built in 2007 and the existing wastewater plant had been constructed in the early 1980's. He stated that today he presented to the legislature the City's request for funding to upgrade and expand the aged wastewater treatment plant. After consulting with the City's previous engineer, he confirmed that no new utility master plans had been done after the older plans. The manager stated the staff will continue to search through old documents for any other updates and will make sure all information is scanned and filed into the City's permanent record. Commissioner Gardner stated that she believed Gee & Jensen did a report for the City in the mid-2000s for the wastewater. Director of Operations Danny Williams stated that it was AECOM that bought out Gee & Jensen and to current staff's knowledge no one has completed a master plan of all utilities. Manager Martin stated that he will follow up with the City's former engineers to determine whether they have any other documents in their files if we do not locate them in house, but he has verified that no new comprehensive utility systems master plan was done during their tenure as the City's engineer. Consulting Engineer Billy Saum with Johnson

Engineering, the City's current lead consulting engineering firm, introduced himself to the Commission and reviewed a proposed comprehensive utilities master plan presentation. He commented on why master plans are important particularly when seeking funding from the state revolving fund (SRF) construction loan process which is administered through the Florida Department of Environmental Protection. Manager Martin interjected that this was the funding source Clewiston had utilized to fund the first three phases of the wastewater system improvements to address system inflow and infiltration issues over the past three plus years. Consulting Engineer Saum expressed that for a number of reasons he feels it is urgent that the City consider master planning of its utility systems. He stated that a master plan will provide the data needed to apply for grants to address items like cast iron water line replacements. On this point, Manager Martin noted that the county is interested in supporting the City by applying for grant funding to specifically replace a line that the City has had maintenance issues with on Della Tobias. He explained that because the areas served in the Harlem community are located outside the city limits of Clewiston, the county has to be the lead applicant for the preferred state grant source. Grant regulations stipulate that the County must complete a current housing project grant from the same source before they are eligible to apply for another grant and include the utility line replacement project element. The County expects to complete their current housing project grant within a year. The engineer reviewed relevant elements of the presentation illustrating needs. Vice Mayor Thompson stated that he feels the Commission should consider exercising their right to charge up to a 15% premium on customers outside the city limits to help pay for such system improvement costs for areas served outside the City in the future. Manager Martin commented that the master plan will provide the assessment data necessary to estimate the cost to upgrade identified system deficiencies for future discussions regarding funding options. Commenting on the presentation, Mayor Pittman suggested that these topics be kept in mind because it is going to take time to complete all elements of the study. He feels that DEP would provide the City money to replace the pipes if we show them these pictures and tell them that our community is tired of receiving drinking water through these aged pipes. Commissioner Gardner asked if the County had any ARPA funds that could be used to get the line done on Della Tobias. Manager Martin stated that they have not offered any of those funds with other uses being planned. The manager had previously inquired about their planned usage of those funds but had not received a firm response. Director Williams expressed that he feels the master planning effort is very important to manage the existing system. He cited an example of how the lift station located near the police department is struggling to meet flow demand because of everything that has been added to that area since it was originally built. Manager Martin added that an analysis and plans for a new wastewater treatment plant to replace the existing one was addressed in a previous study several years ago, but the project was not undertaken. Those plans are now obsolete. A master plan would help avoid such outcomes. These are all important considerations to efficient operation of utility systems. The need for such a study might have been triggered by the high flows being experienced giving the state the ability to force action by the City, as well as, the need for more capacity to handle anticipated growth. In the absence of a comprehensive master plan, the City could have been forced to do something immediately which only addressed current plant treatment upgrades to meet standards without adequate consideration for future expansion needs and options such as producing reuse quality effluent for irrigation purposes or other operating system deficiencies such as the inflow and

infiltration elements including pump station and system design concerns like the example cited. Engineer Saum stated that treatment plant capacity is certainly an important consideration, but something that has not been assessed historically is how to get water from one point to another through the existing infrastructure. As an example, he explained how the existing 3 inch force main was never designed to accommodate that much development in the area Director Williams was referring to earlier. The line apparently was designed for immediate need without considering future potential demand. The third phase of the inflow and infiltration project to some degree is now having to address known issues related to the sizing of pumps and evaluation of the number and location of existing lift stations which a master plan would address throughout the service areas going forward. Likewise, the plan will identify other infrastructure needs such as line size upgrades which can be addressed as part of new development plans such as those being planned in western sections of the city currently. All these factors impact operating costs and efficiency considerations that are important to utility system management and reliability. The plan would look at these potential future development areas to make sure the infrastructure was already in place or there was a plan to address it when it comes. Manager Martin added that if it is a development interest prompting the need, private interests would be responsible for the cost to make it adequate. Director Williams mentioned that developments in the County have historically never notified the City of any development outside the city limits where we are taking on additional wastewater flows being added to existing private systems connected to the City mains. Manager Martin stated that going forward the City needs to develop cooperatively with the County a process with proper notification and standards to minimize inflow and infiltration before accepting their increased flow. Consultant Saum explained that if the other areas don't improve their system, they could add a bunch of inflow of groundwater and surface water that enter into their sewer system which then enters into the City's sewer system which increases flows to some degree at the plant. Manager Martin stated that this plan will provide needed data to determine the scope and information to address the issue. The City will first determine how extensive issues are and then work to set requirements with the County's assistance needed since they control the development process in areas outside the City. Vice Mayor Thompson asked if we could force them to do inspections. Engineer Saum stated that he was not sure but he thinks most of the currently served facilities are owned by a mobile home park or development community that they are in and if something breaks, they usually do not have a code or standard to design to or maintain. Manager Martin indicated he is hopeful that the new AMI metering technology will have an impact by improving the ability to track the extent of problems resulting from these connections. Manager Martin further stated that one of the goals of this master plan is to merge utility system information and make it digitally available on city and county property maps so that everyone has readily available access. Director Reese noted that when this information gets digitized, it earns points on the fire side for the City's ISO rating. Engineer Saum explained how the information is updated as changes or new projects come online and stated that the three future major developments will add about 1,500 residential units, 4,785,000 commercial square footage and 270 resort hotel rooms to the City, which translates to a lot of water and wastewater flows. If all of that is developed, that would be just over 1,000,000 gallons a day added to the City's water and wastewater system demand with approximately 2,500 gallons of peak flow demand distributed throughout the system during peak hours. Manager Martin stated that he was hopeful that those demand numbers

are on the high end in terms of the flows but he agrees with the engineer that is the way you have to look at it from a planning perspective. The other reality is developers are not going to build all these developments overnight. We need more housing and commercial but we have got to have a plan for how we are going to get there in terms of ensuring the ability to service development needs. Director Reese stated that we have to look at infrastructure capacity for not only water and sewer, but for police, fire, roads and traffic circulation over a longer term planned period. Manager Martin stated that we will assess and plan for the maximum in the long term with focus on the anticipated portion needed for the next plant expansion. This is important as the City engages with the state in seeking permits to establish the demand level for the planning period. The state will evaluate the need with the master plan providing an additional tool to justify requests for increased flows. Engineer Saum next reviewed the preliminary estimate of the anticipated fees for the proposed master planning project. Manager Martin stated that he feels it is a pretty good investment to have that data and peace of mind to know what the system can and cannot handle. He feels confident that the City would be able to get some grant money to take care of some major pieces of this once we have a strategy for the plan. Our goal would be to keep the net costs to the City very minimal for this master plan going forward. Engineer Saum stated that this cost reflects that they are starting from scratch because they do not have a lot of information to build off of but once the plan is in place, it would be a lot easier to adjust. Vice Mayor Thompson stated that seeing where we need to grow and the cost of some of it, he feels we need to start the impact fee discussion. Manager Martin stated that the County is doing their assessment this year to consider whether to institute certain impact fees and has asked for the City to be engaged in that process. The City needs to work with them so that we collectively do not price ourselves out of the market for development but are able to recapture whatever costs are reasonable. The City will need to decide if we are going to implement our own impact fees. The County is going to have to come up with their numbers of what they think they are going to want to impose. Vice Mayor Thompson stated that he feels we should have that information ahead of time and not wait for their numbers. Manager Martin added that his impression was that the County Commission's intent was to do this right away; he thinks they have already authorized management to get proposals. He agreed to monitor that stated that we would get the benefit of their study but added that the County could decide not to do it like they did with EMS. He also noted that the school system is also looking at this for their purposes. Mayor Pittman asked what the timeframe of putting the plan together would be if the Commission decided to move forward. Engineer Saum stated that they would prepare a detailed proposal, have the Commission review it and within 1 year after they get notice to proceed, they would be able to turn the plan around. He explained that a lot of this has to do with collecting a lot of data during the dry and rainy seasons, especially on the sewer side to see if there is any additional inflow and infiltration of groundwater that needs to be addressed. He mentioned there would be review periods, they would come up with an initial draft and over time after a lot of discussion, they would have a final version for the Commission to review and provide comments. Manager Martin stated that if the Board agrees with that strategy, he would like to have this proposal back for discussion at another workshop or upcoming meeting for consideration. Mayor Pittman stated that this is needed because of the potential new developments. Manager Martin stated that these developments are going to pay some of this bill whether they happen within one year or not. Engineer Saum concluded his remarks noting that regardless of the timing of the proposed new

development, most of this comprehensive master planning effort would be geared toward the City's existing infrastructure in identifying deficiencies and how improvements could be made to things in the future and what we already have in terms of infrastructure.

Mayor Pittman recessed the workshop for 10 minutes at 6:53 p.m.

Community Development Director Travis Reese left the workshop at 6:53 p.m.

Mayor Pittman reconvened the workshop at 7:03 p.m.

- 3. Stormwater Infrastructure Report** – Manager Martin advised that Engineer Tilton will review the stormwater presentation and share a relevant Basin Management Action Plan (BMAP) update on that process and municipal requirements, which he tracks very closely, that are impactful for the City. It was noted that Debbie Clay is currently the City's Code Enforcement Officer and also the City's only certified storm water enforcement person. Engineer Tilton stated that the City works with the Clewiston Drainage District and other agencies and parties concerning storm water, but his focus tonight is to provide the Commission with a tutorial on the City's responsibilities, how the landscape looks currently, and what the future could look like and what the City is going to need to do to as time goes on. Engineer Tilton explained that the firm had started preliminarily on this project about a year and a half ago at Manager Martin's request but because of the recent issue experienced with the dilapidated condition of the culvert under the right of way on South Berner Road, it has become necessary to move faster to further assess the storm water infrastructure status and needs. He reported that most of the existing crossing culverts are more than 50 years old with those that are steel having already exceeded their expected lifespan. He stated the Clewiston Drainage District's present thought process is that they only operate and maintain the canals and the pump stations; any culverts that are there for road crossings are the responsibility of the state, county or city, depending on whose road it is that goes across their canal. He confirmed that the drainage district cleans and maintains the canals, maintains and operates the pumps and pays their maintenance and operational fees. Thus far, the engineers have not been able to find any documentation that suggests that the District's interpretation is incorrect. He mentioned that the 1967 master plan says that the drainage district's responsibility is to operate and maintain the canals but is silent on crossings of the canals. Long term, he shared that it is his opinion at some point the two entities should consider a merger of responsibilities under one entity so that there is one entity responsible for storm water drainage within the City. Manager Martin commented that he wanted to see some research done to determine what model for storm drainage and canal maintenance is working in other communities. Engineer Tilton confirmed that the drainage district was a 298 district and has to follow certain rules and regulations. There was a brief discussion regarding whether the Drainage District responsibilities could be merged together within the City's structure and what the City would need to consider if such a change was ever desired. Manager Martin restated that based upon current knowledge it is believed that the City has a responsibility for these roadways and culverts that cross some canals, so we will need to plan accordingly. Engineer Tilton commented specifically on the condition of the culverts at Ponce de Leon and Circle Drive and Alverde and Deane Duff and the replacement options and estimated cost. He mentioned that there are a number of other culverts that are in good

condition that did not make the list of those that need to be replaced. He also mentioned that the \$7,632,000 estimated replacement cost total includes contingency and each culvert is priced out separately as if they would be done as an individual project which inherently adversely impacts the total. The City can get better pricing on contracting and permitting if several locations are contracted at the same time. He noted that some may also qualify as exemptions. He then stated that the storm water mapping process for the NPDES permit will be finished in 2024 and the East Ventura Water Quality Project recently completed will provide less than 10% of what is needed for the City to meet the BMAP requirements for the Caloosahatchee. He then reviewed additional potential sites for surface water treatment that the staff and engineers are evaluating for future projects. He stated that water quality sites could be a pond with water, a filter marsh or a dry retention area and noted that the dry retention areas give the City the most credit toward meeting the target standards. Manager Martin commented on the positive difference in the drainage conditions that exist since the Ventura project was completed. He further added how he is glad that the City has not pursued reverting any of the undeveloped open space recreation areas as once discussed, because some of these sites may be needed to create more storm water facilities in the future to meet requirements. He stated that the City needs to adopt the mindset of creating a storm water utility that manages our storm water in like manner to our other utilities systems. A key to success will be development of additional improvements in targeted impactful locations. Then, the City must figure out a way to pay for the cost of development and operations. One commonly used municipal method is establishing an enterprise fund for a storm water utility with a funding system developed which fairly distributes cost based upon impact of various beneficiaries to provide for operating and maintaining the systems. After further discussion, Mayor Pittman asked if it would be possible to treat the water somewhere along the property near the C-21 project instead of at scattered potential sites throughout the City as shown in the presentation. Engineer Tilton stated that it was a possibility but the owner of the land would have to allow us to use it for that purpose. Commissioner Gardner reminded everyone that former Commissioner Frank Jones suggested potential use of the State owned land north of C-21 as a perfect location for storm water retention and filtration for the City of Clewiston so that property developers would not be required to use retention ponds or any of their land for this purpose which would allow them to maximize their property for development. This has been discussed for years and then in asking the State for that property to be used as water filtration, and passive recreation uses such as a boardwalk, bird watching, kayaking and canoeing on all those hundreds of acres could be a huge plus for the City of Clewiston. If you look at how small our land area is within the City, it always made sense to her for that to be an answer to be able to maximize development within the City by use of land north of the C-21 for recreational and water filtration. She stated that Mr. Jones always described the site as reclaimed lake bottom; it should be in water and we should maximize it for the city. Manager Martin expressed the state may be willing to do it if approached especially to meet the BMAP requirements which they have imposed on municipalities including Clewiston. Engineer Tilton stated that it may be a challenge to get the water into this property without it going through the C-21 Canal. Manager Martin asked if the water could be pumped under the canal. Engineer Tilton confirmed that it could be pumped over or under the canal because we are already depending on a pump system to move the water. Commissioner Gardner expressed that she feels this should be evaluated now so that we could maximize the redevelopment use of the vacant properties along the

highway 27 corridor. Engineer Tilton felt that there would not be a problem with getting water to the properties with the canal system that we have. He then mentioned that another potential water quality site would be around the golf course. Manager Martin stated that staff have already been approached about a water feature on the golf course property that would enhance the golf course and satisfy the requirements for the apartments that are planned to go there. Engineer Tilton commented on an additional site that might qualify for credit if the mowing of the property stopped. Vice Mayor Thompson asked if we could get credit for the self-contained canal system that is already there. Engineer Tilton's response was that we may be able to since it had not been permitted before. Manager Martin stated that he wanted to give this information to the Commission tonight so they could think about this topic as options and evaluation continue. Engineer Tilton agreed to start the conversation with the state agency to see what could be done. He then expressed his appreciation to the Commission for their input and comments and confirmed that the list of culverts for replacement in the presentation were ranked in the order in which the evaluation suggests they will need to be replaced. He added that as time goes on, more culverts may be added to the list and hopefully some could be removed from the list if funding is identified. Manager Martin stated that there is some grant funding available for this need now that was not available in the past. He hoped the Commission agreed that this is a very impactful group of topics discussed at this workshop that really mean a lot to the future of this community and expressed his appreciation for their input and effort. Vice Mayor Thompson suggested that they start having discussions about charging those utility customers that do not reside in the city limits an additional fee for infrastructure needs outside the city limits. Manager Martin stated that he has had discussions with legal counsel on some of the aspects and pointed out that the City needs to have a justification for it and be able to defend it especially as it relates to existing customers. It is certainly one option for a source to fund associated portions of some of the costs.

4. Commission Comments and Discussion – There were no additional comments or discussion.

No official action was taken on any item.

Adjournment

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to adjourn the workshop at 7:51 p.m. The motion was approved unanimously.

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
April 17, 2023

The Clewiston City Commission held its Regular Commission Meeting in the City Hall Commission Chambers Monday, April 17, 2023. The meeting was called to order at 5:00 p.m. by Mayor James Pittman. Pastor Vargas gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Thomas Lewis, Police Commander Tito Nieves, Community Development Director/Fire Chief Travis Reese, Code Enforcement Officer Debbie Clay, Assistant Utilities Director Lynne Mila, Jay Ensminger, Mercedes Chavarria, Monica Perez, She-Quan Horace, Laurie Lindsey, Jennifer O'Shields, Consulting Engineer Andy Tilton and City Attorney Dylan Brandenburg.

Visitors Present: Pastor Vargas, Mike Rosen, Rae Ensminger, Frank and Tena Harris, Luan Walker, Shane Bryant, Pedro Diaz, Ardis Hammock, Jerry Cochrane, Mike Moore, Terry Gardner, Joe Lee, Jared Beck, Laura DeJohn, Stephanie Busin, and Natalie Sanchez.

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

Public Comments – Mr. Joe Lee came forward and expressed his concern with the flag project. He stated that he attended the Commission Meeting in October 2022 when the project to install the flagpole was discussed. His concern is that this was a community project that has now been turned over to the Fair Board. He feels it would be an honor for any patriot, veteran or first responder to raise the first flag but it has come to his attention that someone else has been selected. He suggested that the oldest veteran in town raise the first flag because he feels the effort should be dedicated to veterans, first responders and patriots of the Clewiston community. He would like to get clarification for the event so that they could move forward with their plans for a program. He mentioned that Chief Lewis was willing to work with them through DOT to deal with traffic on the road so that people could attend the program. He also mentioned that it would be nice to have the program on Memorial Day or that weekend. Mayor Pittman suggested that Mr. Lee communicate with the other parties involved to come up with a relatively short program and if necessary come back for approval at the next meeting. Vice Mayor Thompson asked why the City turned this project over to the Fair Board. Manager Martin responded that the only funds utilized for this project were received from the Fair Board and their representatives have been the primary contact on the project for several years. Commissioner Edmonds stated that it was her understanding that Yvonne Swindle initiated this project. Mr. Lee stated that he is the one who had the idea for the project 12 years ago. He feels that Ms. Swindle could be honored in many other ways. Commissioner Edmonds suggested that a list of the parties should be put together. Commissioner

Gardner recommended the veterans group, Fair Board and the City get together and come up with a program for Memorial Day weekend. She requested Manager Martin and Director Williams coordinate. Manager Martin explained the focus of past Commission discussions had been limited to placement of a flagpole in the highway 27 median. After years of consideration, the project finally became a reality in March when the flagpole was installed. After the flagpole was installed, the Fair Board representative requested that the City not proceed to immediately raise the flag as was the plan after the project was completed. At their request, an administrative meeting was held during which the Fair Board representative suggested that a dedication of the flagpole be coordinated that would incorporate initial flag raising and that the event be scheduled on Memorial Day cooperatively with the Public Service Academy's annual Memorial Day holiday veteran recognition activities. The organization desired to have a very nice flag raising ceremony, had plans to purchase a dedication plaque and offered to also host a communitywide Memorial Day event at the fairgrounds after the flag raising ceremony. Since the Fair Board provided the City with all the funds utilized to purchase the flagpole materials and equipment and since all agreed it would be a means to recognize the several contractors and sponsors who financed the other costs of the project, it was felt this was a worthwhile plan. The Fair Board representative agreed to contact the Public Service Academy requesting their participation in the event and input to draft an itinerary. The suggestion to involve the Public Service Academy was logical due to their experience planning and hosting annually the community's Memorial Day and Veteran's Day events and working with a flag of this size in other community events. The Manager explained that his only concern with the proposed event was related to public safety at the flagpole site due to its location in the highway 27 median. He recommended limiting the actual flag raising event in terms of volume of people involved and the duration because of traffic safety aspects. He summarized that an event is being planned for the morning of Memorial Day; the Public Service Academy is planning to participate and the Fair Board is discussing hosting some type of activity or reception at the conclusion of the 27 median flag raising at the fairgrounds where a larger group can safely gather. He stated that he had not been contacted by any other individuals and had not heard any mention of any issue until 30 minutes before tonight's meeting. He is not aware of any reason that a veteran could not be involved in the event and will make sure the Fair Board representative is aware that there is a strong desire to have involvement of a veteran. Vice Mayor Thompson stated that the only reason this event is happening is because Mr. Lee came to the Commission and Director Williams took charge to get the pole installed. He feels the veterans should be there. In response to comments about other potential fund raising for the project, he reiterated that all funding received was supplied by the Fair Board. He further mentioned that the City had previously agreed to own the structure and will be responsible for it, so any additional funds raised could be used to offset ongoing costs which will be split by mutual agreement with Hendry County. He acknowledged that Director Williams took the initiative and was able to get contractors to donate the construction base materials, do site preparations and provide the use of a crane so that we could get the flagpole erected. Mr. Lee stated that, just like Commissioner Gardner said, everyone was supposed to work together; the veterans were not included in the meetings that were held. Manager Martin stated that Director Williams invited him to some of the flagpole installation project discussions. Mr. Lee disagreed. Mayor Pittman stated that Manager Martin is going to get the schedule, coordinate another meeting and ask Mr. Lee to join it. The written schedule for the event will be available at the next meeting on May 15, 2023.

Mr. Mike Moore came forward and stated that he is a combat disabled veteran and remembered asking Mr. Lee why Clewiston did not have a flag like Moore Haven. He feels the people that

fought for that flag should be honored; it represents the veterans of our community. He stated that he knows that money was donated by fraternal organizations and individuals for this project. He thinks it is important that the City be involved in making the decisions because it is on City property and the City is a representative of the community but he feels the flag represents the veterans of our community and the people that fought for that flag should be honored. He hoped the Commission would take everything into consideration.

Mrs. Stephanie Busin, of 429 Royal Palm Avenue, came forward and expressed her concern with homeless squatters that are staying in dilapidated vacant properties at 119 Balboa Place, 130 West Crescent and next door to 708 Royal Palm Avenue. She stated that she is concerned about the public health nuisance with the rodent infested properties especially at 119 Balboa Place which is in an area where we encourage people to come and bring their children. She commented on how these properties affect the neighboring properties. She asked the Commission to get engaged to help find a solution for the neighborhood and community. For information, Manager Martin reported that both Code Enforcement Officer Clay and Police Chief Lewis have been involved with at least two of the properties. He reported that a squatter was recently removed by the Police from one of the three. There have been issues with the Balboa property in the past to which the Police responded, but he is not aware of a current vagrancy in any of these locations. Two of the properties were recently cleaned up and staff worked with the other one to remove a dead tree some time ago with the owner's consent. The owner of the recent cleanups was assessed code enforcement fines. Officer Clay reported that the owner has not yet paid those fines. Commissioner Gardner stated that she is glad that Mrs. Busin has brought it to the Commission's attention. She feels there has to be something in addition to what we are doing to address these three issues. Mrs. Busin stated that she was willing to do whatever it takes to move this along. There were discussions about how the homeless population had grown in the City and potential ways to keep them out of vacant homes. Attorney Brandenburg explained that restricting access to a building only comes into play in instances where a structure has been deemed a life safety issue. Manager Martin stated that is the next step in the process that staff is looking at concerning some of these sites. He noted the life safety terminology refers to the structure itself. After further discussion, Commissioner Gardner stated that she would like to hear from Attorney Brandenburg on how to fix this and safeguard it so that we do not have this issue again in our neighborhoods. Manager Martin stated that staff has been responding quickly and efficiently on those specific locations recently and encouraged citizens to say something if they see something. He reminded the Commission that the City at one time was spending money to clean properties up and then not able to get the value back. He stated the Commission will have to give more guidance on whether they were prepared to go back to that practice in the future. He added that staff may need additional guidance from Attorney Brandenburg to create additional tools and consider other options. Police Chief Lewis came forward and stated that homeless populations are a problem everywhere in Florida. He encouraged everyone to call the police if they suspect a squatter in their neighborhood or a homeless person that has taken up residency in a vacant home. He stated that an officer will respond within minutes and will take them to jail if they are illegally trespassing. He specifically detailed the police department's involvement with 119 Balboa Place and explained how they have to make contact with the homeowner to get their permission to act on their behalf so that they can make an arrest if someone is found on their property. He stated that he was not aware of the other two properties personally but will make sure that patrol is aware of them so that they can start to check the locations. Chief Lewis commented on how trespassing and breaking and entering cases are processed and the resources that are offered. Mrs. Busin then expressed that

she feels that she and the other people who are paying their property taxes and being responsible citizens are being injured by the owner of the property at 130 West Crescent who had not paid their property taxes. She stated that she is going to tell everyone not to hesitate to call the police department when they see something.

1. Consent Agenda

- A. *City Commission Meeting Minutes – March 20, 2023*
- B. *2023-24 Tentative Budget Calendar*
- C. *Proclamation – National Day of Prayer – May 4, 2023*
- D. *Proclamation – Kids to Parks Day – May 20, 2023*
- E. *Event Application – HRMC Hospital Week Family Night – May 11, 2023*
- F. *Resolution No. 2023-023 – Tetra Tech, Inc. agreement for disaster debris monitoring services*
- G. *Resolution No. 2023-024 – Johnson Engineering, Inc. Change Order No. 2 – East Ventura Avenue Drainage Improvements Project*
- H. *Resolution No. 2023-025 – Denco Construction, Inc. Change Order No. 3 – USACE Septic to Sewer System Project*
- I. *Resolution No. 2023-026 – Final Payment to Denco Construction, Inc. – USACE Septic to Sewer System Project*
- J. *Resolution No. 2023-027 – Satisfaction of Deferred Payment Loan Agreement*
- K. *Resolution No. 2023-028 – Acceptance of Walmart Community Grant*

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

RECOGNITION OF 2022 EMPLOYEES OF THE YEAR – Mercedes Chavarria – General Services; She-Quan Horace – Police Department; Jay Ensminger – Public Works; Monica Perez – Utilities; and Shari Howell – Director

Mayor Pittman introduced the employees of the year. They were each recognized and presented with a plaque for their performance. All present applauded those recognized.

PUBLIC HEARINGS

- 2. **Resolution No. 2023-029** – Resolution No. 2023-029 approves the variance request by Pedro Diaz, Managing Member of Quick Investments Capital, LLC, to reduce the required standards for lot size, lot width at building line and parking for a duplex to be built on the non-conforming lot at 408 E. Ventura Avenue.

Mayor Pittman summarized the agenda item and opened the public hearing. City Attorney Brandenburg swore in those wishing to speak on this matter and explained that this is an application requesting a variance from literal enforcement of the code for special conditions of land where the circumstances which are peculiar to the land itself makes building or development there extremely difficult if not impossible. He stated that the Clewiston

Planning & Zoning Board recommended approval at their last meeting. He then explained that part of the Commission's review should be a determination whether this application meets those six factors that are listed in the City's Code and read them out loud. Mayor Pittman asked if there were any public comments. Community Development Director Travis Reese noted that the six factors are listed on the variance application and the applicant is required to respond to each of them. He stated that the applicant is seeking to build a duplex on the lot and is asking for a reduction in the lot area size and in the lot width in the front and is also asking to place parking spaces outside of the property on the right-of-way. He reported that the Planning & Zoning Board determined that the hardship could be met on the lot size and width but felt the parking could be fit within the setback. He confirmed that this building would be a 50% reduction in size of the structure that previously existed on the site. He stated the lot is unbuildable the way it is now. He then explained that the code allowed for 50' single family lots to be built upon within a certain number of years but this request is outside of that timeframe. Commissioner Hyslope stated that she thinks this is a great idea as we need additional space for people to rent and live. Director Reese confirmed that the parking was on the right-of-way with the previous building and the parking for the adjacent property has parking on the right-of-way. He asked the Commission to keep in mind that Ventura Avenue has a very large 100' right-of-way. Commissioner Gardner stated that Mr. Diaz came to her to talk about the project and she remembered Ordinance No. 2020-03 that allowed the reconstruction of single family homes on 50' wide lots as long as an occupied single family home existed on the property within the last seven years. It was noted that Ordinance No. 2020-03 would not apply to this request. Commissioner Edmonds expressed that her concern was the parking. Vice Mayor Thompson expressed that he was not in favor of building on 50' lots but felt Mr. Diaz did the City a favor by demolishing the building that was there. He then pointed out that if the parking is not approved, it will be forced to be placed in front of the building. Commissioner Gardner mentioned that the owners of the single family home to the west of this were granted a variance by the Commission to be able to build the single family home on their property because they did not meet the setback requirements. Mayor Pittman expressed his concern with the parking request and stated that he would be willing to reduce the rear setback 10' so that the building could be moved back to give more room for the parking on his property. Vice Mayor Thompson asked Mr. Diaz if that would still allow him to do the landscaping that was planned in the front of the building. Mr. Diaz stated that it would be a little short but he would do whatever the Commission wanted him to do. He mentioned that the right-of-way would need to be paved anyway. Commissioner Gardner noted that the adjacent property had parking on the right-of-way that was just recently done. Manager Martin clarified that the site could have the required parking on his property and have overflow on the right-of-way. Mayor Pittman stated that the goal in his opinion was to get all the required parking off the right-of-way. Director Reese reminded the Commission that when the Commission is dealing with variances, you are dealing with hardships; it must be the minimum amount they are asking for so if the parking can fit, it can fit. He recommended the Commission look at each request individually and apply those standards. Commissioner Gardner stated that Mr. Diaz has tried to blend in with the buildings on either side; he is reducing the intensity of the property from what it was in terms of units; and it is still a duplex, which is similar to what was there. She expressed that she told Mr. Diaz that with the size of the 50' lot, she would be okay with the parking on the right-of-way in the front because it is a duplex or multi-family; it would be different if they were to grant right-of-way parking for a single family home. He is putting

the property back to the use that it already had before with less intensity. Attorney Brandenburg recommended separate votes for each request since there appeared to be separate opinions. He noted the resolution could then be amended to reflect the final action of the Commission if necessary.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to accept the parking exception. Vote 5 yeas, 0 nays

Commissioner Gardner then made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2023-029 as presented. Vote 5 yeas, 0 nays

3. **Ordinance No. 2023-02 – PUBLIC HEARING - Final Reading – 5:05 p.m.** - Ordinance No. 2023-02 amends the City of Clewiston Zoning Map for certain lands with a total approximate size of 405.8-acres owned by United States Sugar Corporation from various zoning designations including C (General Commercial), R1-A & R1-B (Single Family Residential), and R3 (Multiple-Family Residential) to Planned Unit Development (PUD).

Mayor Pittman summarized the agenda item. Those wishing to speak were sworn in by Attorney Brandenburg. Director Reese stated that the Clewiston Planning & Zoning Board found that the master plan was consistent with the City's Comprehensive Plan and reviewed the changes that were made as requested consistent with discussions at the last meeting. He stated that staff recommended approval of the master plan. Mayor Pittman declared the public hearing open. Attorney Brandenburg stated that the applicant also wanted to make sure that the copy of the Master Concept Plan dated November 2022 is what is being considered. Laura DeJohn, on behalf of the applicant, U.S. Sugar, stated that this is an alignment of the current zoning stratifications that are already on the property being master planned into an overall planned unit development that helps align where the commercial property is going to be along the highway and the residential property leading up to a resort hotel opportunity along the canal. Mayor Pittman asked if a traffic study would be done before the final approval to ensure the roads are not overloaded. Ms. DeJohn stated that the land had to be platted, so the application would come back to the Commission with more detail and will have to pass the test of any road impacts in the capacity of the roadways being adequate. She further stated that is also when you would get into the operational aspects of if a turn lane or signal needed to be added on the highway corridor. She confirmed that the openings for each of U.S. Sugar's projects on the south and north sides would align with the median opening. Commissioner Gardner stated that she had mentioned her concern about the impact of emergency services in that surrounding residential community and hopes that everyone will consider that and look at how to minimize that impact. Ms. DeJohn noted that the area that Commissioner Gardner was referring to labeled as essential services is just west of the Walmart property and was positioned to be more close to where the commercial activity already is located. Manager Martin added that the area is pretty heavily buffered and more could be done to further buffer it as plans develop. After hearing no further comments, Mayor Pittman declared the public hearing closed.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Ordinance No. 2023-02. Vote 5 yeas, 0 nays

ORDINANCE

4. **Ordinance No. 2023-03 – First Reading** – Ordinance No. 2023-03 amends the Official Zoning Map by changing the zoning designations of certain property located along the US 27 Corridor containing approximately 86.05 acres from various zoning categories to US 27 Commercial Corridor District (US 27).

Mayor Pittman summarized the agenda item. Director Reese stated that based upon previous meeting discussions, the Commission indicated a desire to proceed with the process to consider rezoning previously identified properties along the US 27 corridor to match the comprehensive plan. He also stated that included are some conditional uses and setback requirements that we did not have and there is a height change that allows for buildings to be built up to a height of 55' with a special exception clause that allows it to come back to the Commission for a special exception to go up to 65'. He added that it has an alternative parking plan and stipulations on outside storage and accessory structures. Mayor Pittman asked how this ordinance would affect existing developed properties. Director Reese stated that it would not be impacted even if they are a conditional use in the future, but if the use were to close for more than 180 days, they would have to come back before the Commission for a permit if their use happens to be listed as a conditional use. As far as setbacks and landscaping requirements, if it is existing now, it will continue until it is no longer existing, which could apply if it becomes dilapidated and is not repaired. Vice Mayor Thompson asked if the setbacks would stay the same on an existing business that wanted to build out. Director Reese stated that it would stay the same on the existing building but the new addition would have to meet the new code. However, if you wanted to expand your business another 10 feet and you are built to zero lot line frontage now, you would have to meet that front setback or come back for a variance. He advised that new construction and new uses will have to meet the new code.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2023-03 which amends the Official Zoning Map by changing the zoning designations of certain property located along the US 27 Corridor of approximately 86.05 acres on first reading and set the public hearing for May 15, 2023. Vote 5 yeas, 0 nays

RESOLUTIONS

5. **Resolution No. 2023-030** – Resolution No. 2023-030 approves the special exception request by Lakeside Detox, LLC to allow the construction of a, not less than 450 square foot each, 12 unit apartment building at 601 W. Alverdez Avenue.

Mayor Pittman summarized the agenda item. Attorney Brandenburg stated that if there was anyone wishing to testify regarding this item, they needed to be sworn in. No one at this time was sworn in. Director Reese reported that the code was changed to allow for the smaller apartment size. He stated that the application and plans for this special exception request

indicate compliance and staff recommends approval. He stated the applicant has indicated to him that they are ready to move forward with the project. Mr. Pedro Diaz, who was previously sworn in, came forward and asked how this project is different from a project of his that is on hold. Manager Martin explained that the Commission previously made an exception to the square footage of the individual units for this project and the issue with his project is the lot density requirements. This applicant meets the requirements for the density of the lot. It was noted that this is also an existing vacant building.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2023-030. Vote 4 yeas, 1 nay (Vice Mayor Thompson voted nay.)

6. **Resolution No. 2023-031** – Resolution No. 2023-031 approves Johnson Engineering, Inc. Continuing Agreement for Professional Services Work Order No. 2020-19 for the preparation of a comprehensive utility master plan for the City’s water, wastewater, and potential future reclaimed water systems.

Mayor Pittman summarized the agenda item. Manager Martin mentioned that Consulting Engineer Andy Tilton is filling in for Consulting Engineer Joe DeBono. He reported that there was a workshop discussion about this topic and approval of this work order would allow staff to start the process of pursuing grant funding for the bulk of the cost of this project. Engineer Tilton stated that approval is being requested to get started to try to find money for the City to pay for the remainder of this project which would cover putting together a comprehensive master plan for City water and sewer utilities. He commented on the plan for the Wastewater Treatment Plant to provide irrigation quality water that can be available for irrigation at larger parks, the golf course and the Clewiston North and South projects. He described how the developer of those projects will be able to irrigate without utilizing groundwater resources when that water becomes available. He stated that one of the goals will be to reduce the number of lift stations in the City’s sewer system and also reduce the number that pump into another lift station. He explained that as new chunks of land get added in for development, you’ll have an idea of what size water line, sewer line, force mains need to be provided by the developer. Mayor Pittman asked if Johnson Engineering had already started some of this. Engineer Tilton stated that they had not yet started but this approval would get them started obtaining grant funding for doing utility master plans. Mayor Pittman asked if the City could apply for some of the funding in house or is the engineer needed because of his expertise. Manager Martin stated that the City will be the lead on the effort but the engineers will assist us and we will be able to pay them with the Commission’s approval tonight for the assistance they provide. Their assistance will be to help us prepare whatever documentation are needed and estimates for costs and things of that nature. He added that he thinks \$11,000 is the amount that we are looking at for the initial phase and explained that it would be done similar to the wastewater treatment plant project approach; the work would be phased in as approval for funding is received. He hopes to come back to the Commission with a grant agreement that will cover 95% of the cost. He explained that the Commission would authorize up to an estimated total of \$579,450 by this resolution. They are not making an appropriation for that; a budget amendment will come back to the Commission as any money is actually authorized to be spent beyond the initial minimal amount. Engineer Tilton stated that they do understand that they do not have that

money to spend at this time point in time. Mayor Pittman asked what was budgeted to spend on this project. Manager Martin stated that he does not know at this time if any budgeted funds are available; he would need to consult with Director Williams. He explained that he wanted to get this authorization before anything was done because it was discussed at a workshop where no action was taken and this will be the first official endorsement of this effort to do a master plan by the Commission. The budget need would be addressed through any existing funds that Director Williams might have in his departments that might take care of pieces of it. Commissioner Gardner stated that she thought they could not approve something without a funding source. Manager Martin explained that no money could be spent without an appropriation and they are not requesting at this time appropriating the money but they could authorize a project that we will subsequently come back with a budget amendment to appropriate. He feels the Commission approving the project needs to be on record. He stated the City does not have a half million dollars for this project unless we were to tap into our funds that we still have available through some of the federal appropriations but he was not prepared to recommend that because he believed that other sources of grant funding could be secured. Vice Mayor Thompson asked if any of the funding comes out of any department, would it come before the Commission first. Manager Martin stated that it would unless it was already available in the water and sewer fund that the Commission had already approved for this year for engineering assistance. Commissioner Gardner stated that she feels this is needed; the potential future for reclaimed water systems is important to her. Manager Martin stated that a budget for the first phase activity could be developed and brought back to the Commission before a purchase order was issued. Mayor Pittman stated that a smaller amount could be authorized. It was noted that anything in excess of the Manager's limit of \$24,999 would require subsequent action by the Commission.

Commissioner Hyslope left the meeting at 6:57 p.m.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2023-031 according to the City's ordinance with anything exceeding \$24,999 to come back to the Commission. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

- 7. Resolution No. 2023-032** – Resolution No. 2023-032 adopts an initial fire protection assessment pursuant to the Uniform Method of Collecting such assessment set forth in Section 197.3632 of the Florida Statutes.

Mayor Pittman summarized the agenda item. He explained that this is the assessment plan previously discussed that would go to each individual commercial, industrial and residential property owner and would be seen on their tax bill and as a result of that, the millage rate would be adjusted down by an appropriate number consistent with statutory requirements. Director Reese stated that the City advertised its intent to move from ad valorem taxes to an assessment for providing fire protection with the initial action taken in 2020. Currently, the City is the only one in the county that uses the ad valorem method for funding fire protection. He stated that the statute requires a study and noted that the City used the same consultant that was used by the county and the methodology that was used was the same which made it easy to follow since we had some input at the county level. He then commented on the next steps for advertising and consideration of the final resolution with required actions beginning

as early as next month's meeting leading to consideration of final actions establishing the funding during the FY 2023-2024 budget cycle and the benefits of the special assessment. He stated he feels this will help the citizens understand what they're paying for and how much that department costs and it will allow the City along with the County's MSBU to bill or borrow against the funds to purchase capital items as necessary. He mentioned that two fire trucks are slated for replacement soon and expressed that he feels this special assessment is the best way forward so that we are not going back and borrowing from our self to fund city and county operations. Vice Mayor Thompson stated that his concern is that initially the millage rate will drop but then it will make it easy to raise it back up. He feels it falsely decreases your millage rate because it is a tax or fee that you are charging the citizens and right now your budget drives your operation but if this is approved, your operation drives your budget. Commissioner Gardner stated she feels the Commission should be clear that they are going to lower the millage rate because there is concern in the community that this is going to be another tax and the Commission is not going to lower the millage rate. Manager Martin explained that the Commission will set the millage rate every year as required by the statute. The only difference with the special assessment is that this will not be a service funded out of the millage funding going forward. Other challenges will determine where the millage rate is set each year. Vice Mayor Thompson asked if any landowners were excluded from the assessment. Director Reese stated that agricultural and some religious and governmental were excluded. It was noted that the pool of payers would get larger if the assessment is approved because those who currently do not pay any ad valorem because of the value of their home or the exemptions they have, will now have to pay their assessment share. Director Reese commented on how the tax appraiser assesses the tax. He feels it is a fair system and is more transparent and efficient. He explained how the City would be able to borrow against it to meet future capital needs. He stated that the City would be following the same methodology the rest of the county is using by taking the funding of this vital service out of ad valorem and putting it in its own assessment. Manager Martin stated that it is statutorily required to lower the millage rate the equivalent amount for fire services so there won't be a fire services department drawing from within the general fund ad valorem revenues any longer if this goes into effect. He explained that funding for extraordinary capital reserve funds for future equipment purchases will be part of this assessment. Mayor Pittman stated for the public's knowledge, if this passes, the yearly assessment would be \$116 per residential unit which includes single family, mobile home, multi-family and condo and about \$125 per motor coach/RV, retail, office, hotel and industrial unit. He stated the millage rate will drop to begin with but will go back up because prices go up. Manager Martin stated that the only thing that would change is the equity and fairness of how you assess it and the method by which it is collected. Vice Mayor Thompson stated that the equity and fairness depends on your perspective. He felt the biggest economic impact is going to be on the lower income folks. Manager Martin described how some currently are not paying anything and getting a disproportionate share of the benefit. He explained that everybody has the ability to receive the service and noted that we do not require everybody to pay a disproportionate share of other utility services. This is an essential service and is required for the health, safety and welfare of the community. He feels the reason everyone uses this method is because it allows you to more fairly and equitably account for the capital needs than what has been done in the past which was either defer and not fund capital replacements which is something that this board has said they want to get away from. He explained that the Commission is not approving the \$393,902 assessment amount at this

point; the final amount would be done when the budget is adopted. The \$393,902 total assessment amount is what it is proposed to be for the first year. He noted that the estimated assessment amount included an estimate of \$106,000 for capital purchases and also takes other factors into account as detailed in the study. He explained that the percentage and amount of the fire district budget may fluctuate from year to year depending on development in the county and the city. Whether there is any change in the final millage rate adopted will be a decision the Commission will make. The actual budget the Commission approves for the Fire Department plus this capital set aside is what the budget will be utilizing funding provided by the assessment and restricted for that use. It will be whatever the actual budget need for 2023-2024 is starting October 1. Director Reese stated that nothing is changing other than the funding mechanism that staff feels should be used for funding fire protection services.

Mr. Jerry Cochrane came forward and stated that he understood the Commission's concern about the taxes going up but feels the taxes are probably going to go up anyhow. He expressed that he feels everybody should pay for some government service in some way and the homestead exemption should be on the second \$50,000 not the first so that everybody pays a little bit of property taxes. He stated that costs are going to go up but hopefully the property valuations go up enough so that you do not have to raise the millage. When times are good, you can keep the millage the same or even lower it because the valuations have gone up. Considering fire services funding, he added that the tax is not going up, it would just come out of a different pocket; the Commission will ultimately have the final approval of taxes coming out of both pockets.

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2023-032 adopting an initial fire protection assessment pursuant to the Uniform Method of Collecting such assessment set forth in Section 197.3632 of the Florida Statutes. Vote 3 yeas, 1 nay (Vice Mayor Thompson voted nay and Commissioner Hyslope was absent.)

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

8. Lakefront Master Plan Concept Selection – Manager Martin

Mr. Jared Beck with Stantec stated that, in working with the Southwest Florida Regional Planning Council, the City, stakeholders and the community in developing two master plan concept options for consideration. The next step is for the Commission to choose the preferred option for further evaluation and consideration. Once a concept is selected, as project consultant their task would be to develop and implement the plan and also identify some of the funding sources which they will most likely be prepared to report to the Commission in May. They will then complete the final master plan which the Commission will need to formally adopt at some point not later than June as it needs to be transmitted to the state and the master planning grant be closed out by June 30 in order to comply with the grant terms. Manager Martin stated that a public hearing is required and will be held at the May 15, 2023 Regular Commission Meeting after which approval can be further considered.

Mr. Beck noted that both concepts presented for consideration will count towards establishing a safe harbor. The number of boat slips and parking spaces of both concepts were compared and Mr. Beck commented on the flexibility for the water retention area that is beyond the existing overflow parking. He stated that he believed that it could be planned as desired and necessary to accommodate storm water requirements either under parking lot pavement or designated compacted overflow areas depending on the design for handling the storm water and described the different options. Vice Mayor Thompson asked if the City intended to have overnight docking. Manager Martin stated that he did not think the City would want to get into that business unless the nearby marina was interested in managing it. His initial reaction would be that it would be available for locals and events. He felt that part of the plan would be lengthier and more expensive but other amenities such as the pedestrian and bicycle connection from the existing sidewalk system to the new bridge could be addressed more quickly and is going to be an immediate need less than one year from now. Commissioner Gardner stated that she is concerned with the cost of this project. She stated that the Commission was worried about \$300,000 for maintaining a fire department, cannot maintain our existing recreational resources or the fishing dock that we currently have. She stated that she preferred Concept 1 but feels the cost of development of the plans for this waterfront is more than what we can afford. She noted that the maintenance cost for Concept 1 would be less. Mr. Beck acknowledged that there is a cost to maintain anything you do, they will not as part of the scope of this grant be providing estimates on what it will cost to maintain it but they will be able to break it down into more detail. Commissioner Gardner mentioned that the South Florida Water Management District (SFWMD) had many recreational facilities that they build and maintain themselves with their funds. They are currently building one in Okeechobee and are going to have one in Moore Haven in Glades County which is on SFWMD land. She feels we should have looked at that process a lot closer. Mayor Pittman stated that he preferred Concept 1; Commissioner Edmonds stated that she preferred Concept 1 but also liked Concept 2; and Vice Mayor Thompson stated that he also liked Concept 2 because it offered more dockage but acknowledged it was definitely a lot more in terms of infrastructure to maintain.

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to select Concept 1 for the Lakefront Master Plan. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

9. **Old Business** – Manager Martin stated that he is looking at the dates of May 8 and May 22 for the next workshop. By consensus, the workshop was scheduled for May 22, 2023. Manager Martin stated that he will send a reminder notice to the Commission with a review of anticipated topics.
10. **Departmental Monthly Activity Reports**
11. **Comments from City Manager** – There were no comments from the City Manager.
12. **Comments from City Attorney** – There were no comments from the City Attorney.
13. **Comments from the City Commission** – Commissioner Gardner mentioned that the most important thing about the new flagpole is that it will be a great asset to the community and

she was excited to have it raised and make a statement on behalf of the community. She expressed her appreciation to the veterans for their work and their sacrifices that they have made over the years and stated that she also wanted to honor the Fair Board. She stated the Fair Board members are all volunteers and love the community and have also been working diligently on the project. She thanked the veterans, city staff and the Fair Board for getting us to this point in the project. She also expressed her appreciation to the 2022 Employees of the Year, especially Finance Director Shari Howell.

Commissioner Edmonds expressed her appreciation to the Clewiston Police Department for their work this past weekend and also today with responding to the stolen car incident that caused an accident.

Vice Mayor Thompson stated that he had requested a discussion on the vehicle policy and was disappointed when he did not see it on this agenda. Manager Martin apologized and explained that he misunderstood; he understood it was to be another workshop item because it is currently in the personnel policy handbook which was scheduled for discussion at the upcoming May workshop. Vice Mayor Thompson also expressed his appreciation to all city employees that come to work every day and work hard to run the City. He stated that he is also glad that the flagpole project is moving along and hoped everyone could be there for the flag raising event.

Mayor Pittman also expressed his appreciation to city staff, especially to Finance Director Shari Howell. He then mentioned that he wanted to make sure the MOT is moving along for the flag raising event and reiterated that a meeting for the agenda for the event needed to be held. Next, he mentioned that the City has an opportunity to reassess our impact fees in charge of fire in order to pick up some extra revenue to pay for some capital items. He feels the City should be charging a fire assessment fee on new construction and maybe some other fees so that the City could keep the millage rate low. He recommended having a fee for a new home builder and asked Manager Martin to bring back something for the Commission to consider. Commissioner Gardner suggested having a workshop on the overall fee assessments. Mayor Pittman stated that he feels this is something the City should implement.

Adjournment

Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to adjourn the meeting at 8:02 p.m. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT C
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-033

1. **Background/History:** Resolution No. 2023-033 approves the State Highway Lighting Maintenance and Compensation Agreement Work Order, Contract No. ASG07, Financial Project No. 413543-1-78-02, between the Florida Department of Transportation and the City of Clewiston.

This work order summarizes the method and limits of compensation to be made to the City for FDOT fiscal year 23/24 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on April 28, 2020.

2. **Financial Impact:** \$17,051.84
3. **Attachments:**
 - a. Resolution No. 2023-033
 - b. State Highway Lighting Maintenance and Compensation Agreement Work Order
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-033.

RESOLUTION NO. 2023-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WORK ORDER BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLEWISTON.

WHEREAS, Resolution No. 2020-25 approved the State Highway Lighting, Maintenance, and Compensation Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of Clewiston (“CITY”); and

WHEREAS, the City agreed to maintain the lighting and/or lighting systems located on the State Highway System within the jurisdictional boundaries of the City; and

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

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

SECTION 1. The attached FDOT State Highway Lighting Maintenance and Compensation Agreement Work Order, Contract Number ASG07, Financial Project No. 413543-1-78-02, is approved.

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

PASSED AND ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

**STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT
WORK ORDER**

Contract Number: ASG07
Maintaining Agency: City of Clewiston
Financial Project No: 413543-1-78-02
Fiscal Year: 2023-2024

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 23/24 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on April 28, 2020.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2023, and ending June 30, 2024, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$17,051.84. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

DS
MJ

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

**EXHIBIT A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2023-2024**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$318.27 in fiscal year 2022-2023 shall increase to \$327.92 in fiscal year 2023-2024.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%.
Example: 1432 (lights) x \$327.92 (unit rate) x 100% = \$469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS			
Standard		HPS			
Underdeck		HPS			
Sign		HPS			
High Mast		LED			
Standard	52	LED	\$327.92	100.00	\$17,051.84
Underdeck		LED			
Sign		LED			

Highway Lighting Maintenance and Compensation Agreement Inventory EXHIBIT 'A' ATTACHMENT

Agency Name: CITY OF CLEWISTON

State Road Number	Route	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
	US 27	Hendry	Lewis Boulevard	San Diego Avenue	52	STANDARD	LED
TOTAL # OF LIGHTS BEING MAINTAINED:					52		

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT D
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-034

- 1. Background/History:** Resolution No. 2023-034 approves the Amendment to Traffic Signal Maintenance and Compensation Agreement, Contract No. ARX79, Financial Project No. 413632-1-88-01 between the State of Florida, Department of Transportation and the City of Clewiston setting the compensation to the City for the maintenance of traffic signals and other devices for FY 2023/2024.
- 2. Financial Impact:** \$28,068
- 3. Attachment(s):**
 - a. Resolution No. 2023-034
 - b. FDOT Amendment to Traffic Signal Maintenance and Compensation Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-034.

RESOLUTION NO. 2023-034

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

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

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

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

WHEREAS, the parties now wish to adopt an Amendment to the Traffic Signal Maintenance and Compensation Agreement for Fiscal Year 2023/2024.

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

SECTION 1. The attached Amendment to Traffic Signal Maintenance and Compensation Agreement is approved.

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

PASSED AND ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
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CONTRACT NO. ARX79
FINANCIAL PROJECT NO. 413632-1-88-01
F.E.I.D. NO. F596000291004
AMENDMENT NO. 8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of _____, 2023 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the City of Clewiston, Florida ("Maintaining Agency").

RECITALS:

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

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

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

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

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

CITY OF CLEWISTON, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Jimmy Pittman

Title: Mayor

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

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

Title: District Traffic Operations
Engineer

Legal Review: _____

DS
DC

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its Mayor as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
- b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2024													City of Clewiston						
Effective Date: 7/1/2023 To: 6/30/2024													Contract: ARX79						
Intersection Locations	ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 25/US 27	173	\$ 3,910						\$ 391				\$ 123							\$ 4,424
SR 25/US 27	174	\$ 3,910						\$ 391				\$ 123							\$ 4,424
SR 25/US 27	175	\$ 3,910						\$ 391				\$ 123							\$ 4,424
SR 25/US 27	176	\$ 3,910						\$ 391				\$ 123							\$ 4,424
SR 25/US 27	177	\$ 3,910						\$ 391				\$ 123							\$ 4,424
SR 25/US 27	178	\$ 3,910						\$ 391				\$ 123							\$ 4,424
US 27 NB	F130								\$ 381										\$ 381
US 27 NB	F131								\$ 381										\$ 381
US 27 SB	F132								\$ 381										\$ 381
US 27 SB	F133								\$ 381										\$ 381
Total Lump Sum * \$																		\$	28,068

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

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 28,068

Maintaining Agency	Jimmy Pittman, Mayor	Date	
District	Traffic Operations Engineer	Date	

- Legend:
- TS - Traffic Signal
 - IMTS - Traffic Signal Interconnected & Monitored
 - ICB - Intersection Control Beacon
 - PFB - Pedestrian Flashing Beacon
 - FDS - Emergency Fire Department Signal
 - SAWD - Speed Activated Warning Display
 - ISNS - Illuminated Street Name Sign
 - BOS - Blank Out Sign
 - TWB - Traffic Warning Beacon
 - PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
 - UPS - Uninterruptible Power Supply
 - CAVD - Connected Automated Vehicle Device
 - PHB - Pedestrian Hybrid Beacon
 - ADMS - Arterial Dynamic Message Sign
 - PPD - Passive Pedestrian Detection
 - TrMC - Traffic Monitoring Camera
 - IRWL - In-Roadway Warning Lights
 - Total - Compensation Amount (using Unit Rates from Exhibit B)

**EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) Intersection	Traffic Signal - Interconnected & monitored (IMTS) Intersection	Intersection Control Beacon (ICB) Intersection	Pedestrian Flashing Beacon (PFB) System	Emergency Fire Dept. Signal (FDS) System	Speed Activated Warning Display (SAWD) System	Illuminated Street Name Signs (ISNS) Intersection	Blank Out Sign (BOS) Device	Traffic Warning Beacon (TWB) System	Probe Data Detection System (PDDS) Device	Uninterruptible Power Supply (UPS) Device	Connected Automated Vehicle Devices (CAVD) Device	Pedestrian Hybrid Beacon (PHB) System	Arterial Dynamic Message Sign (ADMS) Device	Passive Pedestrian Detection (PPD) System	Traffic Monitoring Camera (TMC) Device	In-Roadway Warning Lights (IRWL) System
2021	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-																	
24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
-25	Based on the CPI, the compensation amounts will be revised.																
2025	Based on the CPI, the compensation amounts will be revised.																
-26	Based on the CPI, the compensation amounts will be revised.																

**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT E
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-035

- 1. Background/History:** Resolution No. 2023-035 approves the renewal of the Memorandum of Understanding (MOU) with the Florida Driver and Vehicle Information Database (DAVID) system and approves the Chief of Police to sign the renewal MOU on behalf of the City of Clewiston.

The DAVID system is used by police staff on a daily basis to run driver licenses and vehicle information and integrates into warrant checks. The system is needed to access important and timely information, which increases officer safety.

- 2. Financial Impact:** None
- 3. Attachments:**
 - a.** Memorandum of Understanding
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-035.

RESOLUTION NO. 2023-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT AGENCY ACCESS TO DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID) BETWEEN THE CLEWISTON POLICE DEPARTMENT AND THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.

WHEREAS, the Florida Department of Highway Safety and Motor Vehicles (FDHSMV) is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways; and

WHEREAS, in carrying out its statutorily mandated duties and responsibilities, FDHSMV collects and maintains personal information that identifies individuals, which information is stored in the DAVID system; and

WHEREAS, the Clewiston Police Department is a law enforcement agency operating under the laws and authority of the state of Florida and may receive personal information from DAVID for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions; and

WHEREAS, the Clewiston Police Department desires to access the DAVID system and FDHSMV desires to provide electronic access to DAVID information to the Clewiston Police Department pursuant to the terms and conditions described in the attached Memorandum of Understanding; and

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

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

SECTION 1. The attached Memorandum of Understanding is approved and the Police Chief is authorized to sign on behalf of the Clewiston Police Department.

PASSED AND ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between Clewiston Police Department hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any law enforcement agency that is expressly authorized by Section 119.0712(2), Florida Statutes, and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M, EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any other law enforcement, governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Cooperate with the Providing Agency in Field Audits conducted pursuant to Section VI. Compliance and Control Measures, subsection B., below.
13. Timely submit the reports and statements required in Section VI. Compliance and Control Measures, below.
14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:
 - a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.
 - b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of Section IV. Statement of Work, subsection B. paragraph 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability. Furthermore, failure to comply with 15 CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver

license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI. Compliance and Control Measures, subsection D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID system shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed pursuant to Section IV, B(9), utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report conclude that deficiencies or issues exist in regard to the Requesting Party's internal

controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

- C. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in Section VI. Compliance and Control Measures, subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- D. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, suspension or termination of Requesting Party's access to DAVID information as indicated in Section VI. Compliance and Control Measures, subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- E. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection C., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required.")

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the

Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The parties to this Agreement recognize and acknowledge that any governmental agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with state law (including Chapter 119, Florida Statutes), and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a), above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Law enforcement purposes, traffic stops, driver license verification, vehicle insurance, indentification purposes, driving history, vehicle owners/co-owners, crash reports, title or lien holders information.

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes No

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

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IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY

Clewiston Police Department

Agency Name

300 South Berner Road

Street Address

Suite

Clewiston

FL 33440

City

State Zip Code

BY:

Signature of Authorized Official

Thomas Lewis

Printed/Typed Name

Chief of Police

Title

Date

thomas.lewis@clewiston-fl.gov

Official Agency Email Address

(863) 983-1474

Phone Number

Agency Point of Contact:

Tunisia Cohen

Printed/Typed Name

Tunisia.cohens@clewiston-fl.gov

Official Agency Email Address

(863) 983-1474 /

Phone Number

Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor
Vehicles

2900 Apalachee Parkway

Tallahassee, Florida 32399

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual.”**

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s) _____, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

DPPA Exemption Claimed:	Description of how Requesting Party qualifies for exemption:	Description of how data will be used:
1	Law enforcement agency	Information obtained from DAVID is and will be used for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Thomas Lewis

Printed Name

Date

Chief of Police

Title

Clewiston Police Department

Name of Agency/Entity

ATTACHMENT I

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) must do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
 - Reconcile any differences to ensure state and agency records are consistent.
- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
 - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.
- Monitor usage to ensure proper, authorized use and dissemination.
 - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- Complete the below report and ensure all actions are documented.

Quarter:	Year:
Total active users in DAVID:	
Total active users in agency records:	
Users inactivated during quarter:	
Users audited during quarter:	
Total cases of misuse found:	
Total cases of misuse reported to DHSMV:	

POC Signature

Date

POC Name Printed



Dave Kerner
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Clewiston Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement HSMV-0191-18 (contract number).

Signature

Thomas Lewis
Printed Name

Chief of Police
Title

Date

Clewiston Police Department
NAME OF AGENCY

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT F
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-036

- 1. Background/History:** Resolution No. 2023-036 approves the Memorandum of Understanding (MOU) with the Florida Department of Law Enforcement (FDLE) and approves the Chief of Police to sign the MOU on behalf of the City of Clewiston.

Officer-involved shootings in the State of Florida are required to be investigated from an outside law enforcement agency. Typically, small agencies without vast crime scene capabilities, lean on FDLE to perform scene forensics and subsequent lab analysis. This MOU would formalize that relationship as well as meet the statutory requirement to have an outside entity investigate.

- 2. Financial Impact:** None
- 3. Attachments:**
 - a.** Memorandum of Understanding
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-036.

RESOLUTION NO. 2023-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEWISTON POLICE DEPARTMENT AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT REGARDING INVESTIGATIVE AND FORENSIC INVOLVEMENT, ASSISTANCE OR COORDINATION BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT UPON THE OCCURRENCE OF CERTAIN EVENTS.

WHEREAS, the Florida Department of Law Enforcement and the Clewiston Police Department wish to enter into a Memorandum of Understanding to formalize their relationship upon the occurrence of certain events; and

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

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

SECTION 1. The attached Memorandum of Understanding is approved and the Police Chief is authorized to sign on behalf of the Clewiston Police Department.

PASSED AND ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the **CLEWISTON POLICE DEPARTMENT** and the Florida Department of Law Enforcement (FDLE), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter. The **CLEWISTON POLICE DEPARTMENT** and FDLE agree as follows:

1. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by FDLE:

a. The shooting of a person by a/an **CLEWISTON POLICE DEPARTMENT** law enforcement officer acting in the line of duty; or

b. The death of an arrestee while in the care, custody or control of a/an **CLEWISTON POLICE DEPARTMENT** law enforcement officer, the death of an arrestee shortly after being in the care, custody or control of a/an **CLEWISTON POLICE DEPARTMENT** law enforcement officer or the death of an intended arrestee during an arrest attempt by a/an **CLEWISTON POLICE DEPARTMENT** law enforcement officer.

2. Upon the occurrence of any of the enumerated predicate events, the ranking **CLEWISTON POLICE DEPARTMENT** member on the scene will ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, medical examiner personnel, State Attorney personnel, investigating FDLE members and other law enforcement investigators assisting FDLE will be permitted inside the crime scene perimeter. The ranking **CLEWISTON POLICE DEPARTMENT** member will then ensure that the appropriate FDLE regional operations center, as set out in Exhibit 1, is promptly contacted and requested to dispatch an FDLE Critical Incident Team to initiate an investigation and to coordinate crime laboratory services at the scene. FDLE will notify the State Attorney as soon as reasonably possible.

3. Pending arrival of the FDLE Critical Incident Team, the ranking **CLEWISTON POLICE DEPARTMENT** member will ensure that the scene remains secured, that physical evidence and documentation is protected and preserved and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking **CLEWISTON POLICE DEPARTMENT** member will ensure that arrested persons at the scene are detained pending the arrival of the FDLE Critical Incident Team. The ranking **CLEWISTON POLICE DEPARTMENT** member will also provide any assistance requested by FDLE during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking **CLEWISTON POLICE DEPARTMENT** member will also coordinate with local law enforcement in any necessary crowd control efforts.

4. Upon receipt of notification from the **CLEWISTON POLICE DEPARTMENT** that any of the enumerated predicate events have occurred, the appropriate FDLE Special Agent in Charge or designee will immediately implement an investigation pursuant to FDLE Procedures governing Use of Force/Investigations Concerning the Use of Deadly or Other Force by a Law Enforcement Officer and Incidents of In Custody Deaths, which are incorporated herein by reference. FDLE will promptly coordinate the dispatch of the Critical Incident Team together with the appropriate crime laboratory personnel, medical examiner personnel, State Attorney personnel and any additional law enforcement personnel which are required.

5. FDLE will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Memorandum of Understanding. FDLE may request the assistance of **CLEWISTON POLICE DEPARTMENT** personnel or personnel from other law enforcement agencies.

6. The **CLEWISTON POLICE DEPARTMENT** will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the enumerated predicate events. However, the parties agree that the criminal investigative efforts take precedence over any internal or administrative investigations conducted by the **CLEWISTON POLICE DEPARTMENT**. No internal report or statement authored or obtained by **CLEWISTON POLICE DEPARTMENT** personnel involved in the subject incident that has been provided to the **CLEWISTON POLICE DEPARTMENT** under order or policy shall be provided, or its contents revealed, to the criminal investigative team or the prosecutor until such time as the criminal investigative team and the FDLE Office of General Counsel agree that the criminal investigation will not be adversely impacted by any potential for immunity that may attach to any such statement. The criminal investigative team and the FDLE Office of General Counsel may consult with the prosecutor to determine whether such statement may adversely impact any subsequent criminal prosecution. However, the criminal investigative team and the FDLE Office of General Counsel will make the final determination regarding use of such statements in FDLE's investigation. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the **CLEWISTON POLICE DEPARTMENT**'s internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the FDLE's investigative team.

7. The parties agree that the **CLEWISTON POLICE DEPARTMENT** may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Memorandum of Understanding, FDLE will forward copies of all investigative reports and investigative summaries to the State Attorney having jurisdiction over the case and to the **CLEWISTON POLICE DEPARTMENT** for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely.

8. FDLE will submit all final reports to the State Attorney for review. FDLE will report the material factual findings of the investigation but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.

9. The parties acknowledge that the Office of the State Attorney or another law enforcement agency may assert primary jurisdiction and responsibility for investigations such as are contemplated in this Memorandum of Understanding. Absent the consent of the agency with primary jurisdiction, FDLE and the **CLEWISTON POLICE DEPARTMENT** will defer to that agency and refrain from participation in the

investigation of the incident, but FDLE will provide forensic assistance as requested by the lead investigating agency.

10. This Memorandum of Understanding represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this agreement shall be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.

11. This agreement shall become effective on _____, and may be terminated upon thirty (30) days notice by mutual agreement of the parties.

Mark Glass, Commissioner
Florida Department of Law Enforcement

Tom Lewis, Chief of Police
Clewiston Police Department

Date

Date

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT G
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-037

1. **Background/History:** Resolution No. 2023-037 authorizes the Mayor to execute the Clewiston Community Redevelopment Agency (CRA) Letters of Engagement from Mauldin & Jenkins, LLC dated October 21, 2022 for professional auditing services.

The City Commission approved City of Clewiston Examination and Audit Letters of Engagement from Mauldin & Jenkins, LLC dated October 21, 2022 on November 21, 2022.

2. **Financial Impact:** \$5,500.00
3. **Attachments:**
 - a. Resolution No. 2023-037
 - b. CRA Examination Letter of Engagement dated October 21, 2022
 - c. CRA Audit Letter of Engagement dated October 21, 2022
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-037.

RESOLUTION NO. 2023-037

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE CLEWISTON COMMUNITY REDEVELOPMENT AGENCY EXAMINATION AND AUDIT LETTERS OF ENGAGEMENT FROM MAULDIN & JENKINS, LLC DATED OCTOBER 21, 2022 FOR PROFESSIONAL AUDITING SERVICES.

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

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

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

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

WHEREAS, the City Commission approved City of Clewiston Examination and Audit Letters of Engagement from Mauldin & Jenkins, LLC dated October 21, 2022 on November 21, 2022.

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

SECTION 1. The Mayor is authorized to execute the attached Clewiston Community Redevelopment Agency Examination and Audit Letters of Engagement from Mauldin & Jenkins, LLC dated October 21, 2022.

PASSED and ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

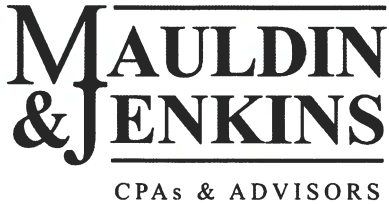
Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney



October 21, 2022

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

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

We are pleased to confirm our understanding of the services we are to provide the Clewiston Community Redevelopment Agency, Florida (the "CRA") for the year ended September 30, 2022.

We will examine the CRA's compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, as of and for the year ending September 30, 2022. The objectives of our examination are to: (1) obtain reasonable assurance about whether the CRA complied with the specified requirements above; and (2) to express an opinion as to whether the CRA complied with the specified requirements is fairly stated, in all material respects.

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



October 21, 2022

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

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

We are pleased to confirm our understanding of the services we are to provide the Clewiston Community Redevelopment Agency (the "CRA") for the year ended September 30, 2022.

Audit Scope and Objectives

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

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

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

in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Management's override of internal controls.

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit in April 2023. Wade Sansbury, CPA is the engagement partner of the engagement and is the individual responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$6,000 for the year ended September 30, 2022. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

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

Reporting

We will issue written reports upon completion of our audit of the CRA's financial statements. Our report will be addressed to the Members of the City Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-

matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the CRA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

Sincerely,

MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT H
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-038

- 1. Background/History:** Resolution No. 2023-038 approves the Cox Research and Technology, Inc. Change Order No. 1 to the contract for the Phase 3 Infiltration Correction Services – Control Boxes and authorizes the Mayor to sign.

On September 19, 2022, the Commission awarded a contract to Cox Research and Technology, Inc. in the total amount of \$677,959.00 for the Phase 3 Infiltration Correction Services – Control Boxes. When work on the project began last month, staff became aware that some pumps listed in the bid documents were incorrectly sized. Adjustments to the specific panels and unit prices were needed as a result of the as-found field conditions. Also, an additional lift station in need of repairs was added to the scope of work. The changes require the use of contingency funds in the amount of \$49,236.00.

- 2. Financial Impact:** No net increase to the contract price.
- 3. Attachments:**
 - a. Resolution No. 2023-038
 - b. Cox Research and Technology, Inc. Change Order No. 1
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-038.

RESOLUTION NO. 2023-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE COX RESEARCH AND TECHNOLOGY, INC. CHANGE ORDER NO. 1 TO THE CONTRACT FOR THE PHASE 3 INFILTRATION CORRECTION SERVICES – CONTROL BOXES AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City of Clewiston (“City”) issued Bid No. 2022-03 for Phase 3 Infiltration Correction Services – Control Boxes on May 11, 2022; and

WHEREAS, the City received one (1) proposal on June 8, 2022; and

WHEREAS, the City awarded the Phase 3 Infiltration Correction Services – Control Boxes contract to Cox Research and Technology, Inc. on September 19, 2022; and

WHEREAS, a change order is needed for adjustments to the specific panels and unit prices and the additional lift station added to the scope of work.

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

SECTION 1. The City Commission hereby approves Cox Research and Technology Change Order No. 1 and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

CHANGE ORDER

PAGE ONE OF

1

PAGES 2

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

CHANGE ORDER NO: 01

Distribution to:

FUNDING: SRF Loan
CONTRACTOR: Cox Research and Technology
ADDRESS: P.O. Box 77808 Baton Rouge, LA 70879

OWNER
<input checked="" type="checkbox"/> ENGINEER
<input type="checkbox"/> CONTRACTOR

Consultant:

Public Utility Management & Planning Services
P. O. Box 221890
Hollywood, FL 33022-1890

PERIOD TO:

3/10/2023

CONTRACTOR'S CHANGE ORDER

CONTRACTOR: Cox Research and Technology, INC

By: *Travis Levene* Date: 04/06/23

- 1. ORIGINAL CONTRACT SUM \$ 677,959.00
- 2. Prior Changes 0.00
- 3. Net change by this Change Order No 0.00
- 4. REVISED CONTRACT AMOUNT (Line 1 ± 2 +3) \$ 677,959.00

State of Florida: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

CITY OF CLEWISTON, a Florida
Municipal corporation

By: _____
Randy Martin, City Manager

Authorized by action of City Commission of the City of Dania Beach on _____, 2016.

A	B	V	Original	C	Original	Proposed	F	F	F	G
OASIS XIV	ITEM NO.	Description	ORIGINAL UNIT QTY	UNIT PRICE	Original Bid	Change	REVISED UNIT QTY	UNIT PRICE REVISED	REVISED BUDGET	
Change	1	Carolina & 9 th - Harlem Gardens	0	\$0.00	\$	1	1	\$18,596.00	\$ 18,596.00	added lift station
	2	Harlem Academy & 10th	1	\$18,598.00	\$ 18,598.00	0	1	\$18,596.00	\$ 18,596.00	\$2 change
	22	Esperanza & Guava	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	3	Saginaw & Ridgeview	1	\$40,516.00	\$ 40,516.00	0	1	\$18,596.00	\$ 18,596.00	vfd not needed
	4	West Ventura & Berner	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	5	West Arcade & 27 Highway	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	6	N. Deane Duff & 27 Alley	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	7	Olympia & Alverdez	1	\$17,959.00	\$ 17,959.00	0	1	\$18,596.00	\$ 18,596.00	change in HP
	8	West Royal Palm & Avenida Del Rio	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	9	Corona & Ventura	1	\$18,596.00	\$ 18,596.00	0	1	\$17,959.00	\$ 17,959.00	change in HP
	10	San Jose & Esperanza	1	\$17,959.00	\$ 17,959.00	0	1	\$18,596.00	\$ 18,596.00	change in HP
	11	S. Francisco Ave. & 27 Alley	1	\$17,959.00	\$ 17,959.00	0	1	\$18,596.00	\$ 18,596.00	
	29	El Paso & Deane Duff	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	13	S. Deane Duff & 27 Alley / Bank	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	12	S. San Gabriel & 27 Alley	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	14	Trinidad & San Jose	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	15	Fairgrounds & El Paso	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	16	Pinewood & Ponce De Leon	1	\$18,596.00	\$ 18,596.00	0	1	\$30,516.00	\$ 30,516.00	vfd
	17	Bayberry Loop & Sawgrass	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	18	Town Center & Berner	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	19	Sugarland Circle East	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	20	Sugarland Circle West	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	21	Arkansas & 11th	1	\$17,959.00	\$ 17,959.00	0	1	\$40,516.00	\$ 40,516.00	vfd
	22	Alabama & 9th	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	23	Mississippi & Maryland	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	24	Margaret East & West Elementary	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	25	Central Elementary	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	26	Bowden - Semihole Manor	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	27	Caribbean & Christian School	1	\$18,596.00	\$ 18,596.00	0	1	\$18,596.00	\$ 18,596.00	
	28	San Benito & Alverdez	1	\$17,959.00	\$ 17,959.00	0	1	\$40,516.00	\$ 40,516.00	vfd
	29	San Gabriel Rodeo Grounds	1	\$24,342.00	\$ 24,342.00	0	1	\$18,596.00	\$ 18,596.00	smaller pumps
	30	Desoto & Cedar	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	31	John Boy Auditorium	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	32	Small Quad / Sugarland park	1	\$17,959.00	\$ 17,959.00	0	1	\$17,959.00	\$ 17,959.00	
	33	Contingency	1	\$50,000.00	\$ 50,000.00	0	1	\$764.00	\$ 764.00	
na	na	TOTALS	1	\$677,959.00	\$ 677,959.00	ok	1	\$677,959.00	\$ 677,959.00	

EXHIBIT "A"										PAGE															
OWNER: City of Clewiston, 115 W. Ventura Ave, Clewiston, FL 33440										of 2															
PROJECT: SRF Loan										Change Order NO: 1															
FUNDING: Cox Research and Technology										APPLICATION DATE: 3/10/2023															
CONTRACTOR: P O Box 77808 Baton Rouge, LA 70879										PERIOD TO: 3/11/2023															
ADDRESS: P O Box 77808 Baton Rouge, LA 70879										ENGINEER'S PROJECT NO: n/a															
A										V															
OASIS XIV										Original		C		F		F		G							
ITEM NO.										ORIGINAL UNIT QTY		UNITS		UNIT PRICE		Original Bid		Proposed Change		REVISED UNIT QTY		UNIT PRICE REVISED		REVISED BUDGET	
Revised										LS		Description													
Net Change										\$															

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT I
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-039

1. **Background/History:** Resolution No. 2023-039 approves the Xylem Water Solutions USA, Inc. Change Order No. 1 to the contract for the Phase 3 Infiltration Correction Services – Pumps and authorizes the Mayor to sign.

On September 19, 2022, the Commission awarded a contract to Xylem Water Solutions USA, Inc. in the total amount of \$793,276.00 for the Phase 3 Infiltration Correction Services – Pumps. When work on the project began last month, staff found upon further investigation that lift station #50, San Gabriel Rodeo Grounds lift station, did not need the planned pump upgrades. However, lift station #1, Harlem Gardens, which was omitted from the original scope of work, was in need of new pumps and was subsequently added to the project. This adjustment to the scope of work will result in a net savings of \$37,641.00. A contingency line item has been added to the contract budget in the amount of \$37,641.00.

2. **Financial Impact:** No net increase to the contract price.
3. **Attachments:**
 - a. Resolution No. 2023-039
 - b. Xylem Water Solutions USA, Inc. Change Order No. 1
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-039.

RESOLUTION NO. 2023-039

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE XYLEM WATER SOLUTIONS USA, INC. CHANGE ORDER NO. 1 TO THE CONTRACT FOR THE PHASE 3 INFILTRATION CORRECTION SERVICES – PUMPS AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City of Clewiston (“City”) issued Bid No. 2022-04 for Phase 3 Infiltration Correction Services – Pumps on May 11, 2022; and

WHEREAS, the City received one (1) proposal on June 8, 2022; and

WHEREAS, the City awarded the Phase 3 Infiltration Correction Services – Pumps contract to Xylem Water Solutions USA, Inc. on September 19, 2022; and

WHEREAS, a change order is needed for adjustments to the scope of work.

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

SECTION 1. The City Commission hereby approves Xylem Water Solutions USA, Inc. Change Order No. 1 and authorizes the Mayor to sign.

PASSED AND APPROVED by the City Commission of the City of Clewiston this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

CHANGE ORDER

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

CHANGE ORDER NO.: 01

Distribution to:

FUNDING: SRF Loan
CONTRACTOR: Xylem Water Solutions
ADDRESS: 5771 Country/Lakes Rd Fort Myers, FL 33905

	OWNER
X	ENGINEER
	CONTRACTOR

Consultant:

Public Utility Management & Planning Services
P. O. Box 221890
Hollywood, FL 33022-1890

PERIOD TO:

3/10/2023

CONTRACTOR'S CHANGE ORDER

CONTRACTOR:

By: *Raymond C. Keller IV*

Date: 5-3-2023

- 1. ORIGINAL CONTRACT SUM \$ 793,276.00
- 2. Prior Changes 0.00
- 3. Net change by this Change Order No 0.00
- 4. REVISED CONTRACT AMOUNT (Line 1 ± 2 +3) \$ 793,276.00

State of Florida: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

CITY OF CLEWISTON, a Florida
Municipal corporation

By: _____
Randy Martin, City Manager

Authorized by action of City Commission of the City of Dania Beach on _____

2016.

EXHIBIT "A"										PAGE				
OWNER:	PROJECT:	DESCRIPTION	ORIGINAL UNIT QTY	UNITS	UNIT PRICE	Original Bid	Proposed Change	REVISED UNIT QTY	UNIT PRICE REVISED	REVISED BUDGET	Change Order NO:	APPLICATION DATE:	PERIOD TO:	ENGINEER'S PROJECT NO:
A	B	V	Original		C			F	F	F				
OASIS XIV ITEM NO.	LS	Description	ORIGINAL UNIT QTY	UNITS	UNIT PRICE	Original Bid	Proposed Change	REVISED UNIT QTY	UNIT PRICE REVISED	REVISED BUDGET				
Revised														
Change	1	Carolina & 9 th - Harlem Gardens contingency	0	LS	\$28,931.00	\$	1	1	\$28,931.00	\$	28,931.00			
	1	contingency		LS	\$37,641.00		1	1	\$37,641.00	\$	37,641.00			
	2	Harlem Academy & 10th	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	2	Esperanza & Guava	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	3	Saginaw & Ridgeview	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	4	West Ventura & Berner	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	5	West Arcade & 27 Highway	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	6	N. Deane Duff & 27 Alley	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	7	Olympia & Alverdez	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	8	West Royal Palm & Avenida Del Rio	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	9	Corona & Ventura	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	10	San Jose & Esperanza	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	11	S. Francisco Ave. & 27 Alley	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	12	S. San Gabriel & 27 Alley	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	13	S. Deane Duff & 27 Alley / Bank	1	LS	\$10,630.00	\$ 10,630.00	0	1	\$10,630.00	\$	10,630.00			
	14	Trinidad & San Jose	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	15	Fairgrounds & El Paso	1	LS	\$26,945.00	\$ 26,945.00	0	1	\$26,945.00	\$	26,945.00			
	16	Pinewood & Ponce De Leon	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	17	Bayberry Loop & Sawgrass	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	18	Town Center & Berner	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	19	Sugarland Circle East	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	20	Sugarland Circle West	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	21	Arkansas & 11th	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	22	Alabama & 9th	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	23	Mississippi & Maryland	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	24	Margaret East & West Elementary	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	25	Central Elementary	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	26	Bowden - Semihole Manor	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	27	Caribbean & Christian School	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	28	San Benito & Alverdez	1	LS	\$21,112.00	\$ 21,112.00	0	1	\$21,112.00	\$	21,112.00			
	29	El Paso & Deane Duff	1	LS	\$28,931.00	\$ 28,931.00	0	1	\$28,931.00	\$	28,931.00			
	30	San Gabriel Rodeo Grounds	1	LS	\$66,572.00	\$ 66,572.00	0	0	\$66,572.00	\$	-			
	31	Desoto & Cedar	1	LS	\$26,945.00	\$ 26,945.00	0	1	\$26,945.00	\$	26,945.00			
	32	John Boy Auditorium	1	LS	\$18,150.00	\$ 18,150.00	0	1	\$18,150.00	\$	18,150.00			
	33	Small Quad /Sugarland park	1	LS	\$10,630.00	\$ 10,630.00	0	1	\$10,630.00	\$	10,630.00			

EXHIBIT "A"										PAGE		of 2	
OWNER:	City of Clewiston, 115 W. Ventura Ave, Clewiston, FL 33440												
PROJECT:												Change Order NO: 1	
FUNDING:	SRF Loan											APPLICATION DATE: 3/10/2023	
CONTRACTOR:	Kylem Water Solutions											PERIOD TO: 3/11/2023	
ADDRESS:	5771 Country Lakes Rd Fort Myers, FL 33905											ENGINEER'S PROJECT NO: n/a	
A	B	V		C		F		F		G			
OASIS XIV		Original											
ITEM		ORIGINAL	UNIT	Original	Proposed	REVISED	UNIT	REVISED	REVISED	BUDGET			
NO.	LS	UNIT QTY	UNITS	Bid	Change	UNIT QTY	PRICE	PRICE	BUDGET				
Revised													
		TOTALS		\$793,276.00								\$ 793,276.00	
				LS								0 ok	

Advanced Metering Infrastructure

Utility System Update



City Council
May 15, 2023



Clewiston Upgrading Utility Systems

- AMI will enhance customer service and utility operations
- Provide customers access to more information
- Enhance accuracy, issues resolved quickly
- Help manage energy and water consumption
- Provide alerts and notifications for usage and outages
- Faster response for outages or maintenance issues
- Help manage services for sustainability of resources



Upgrade of Systems Has Been a Partnership



Clewiston
City Partner



Sensus
Manufacturer &
Service Provider



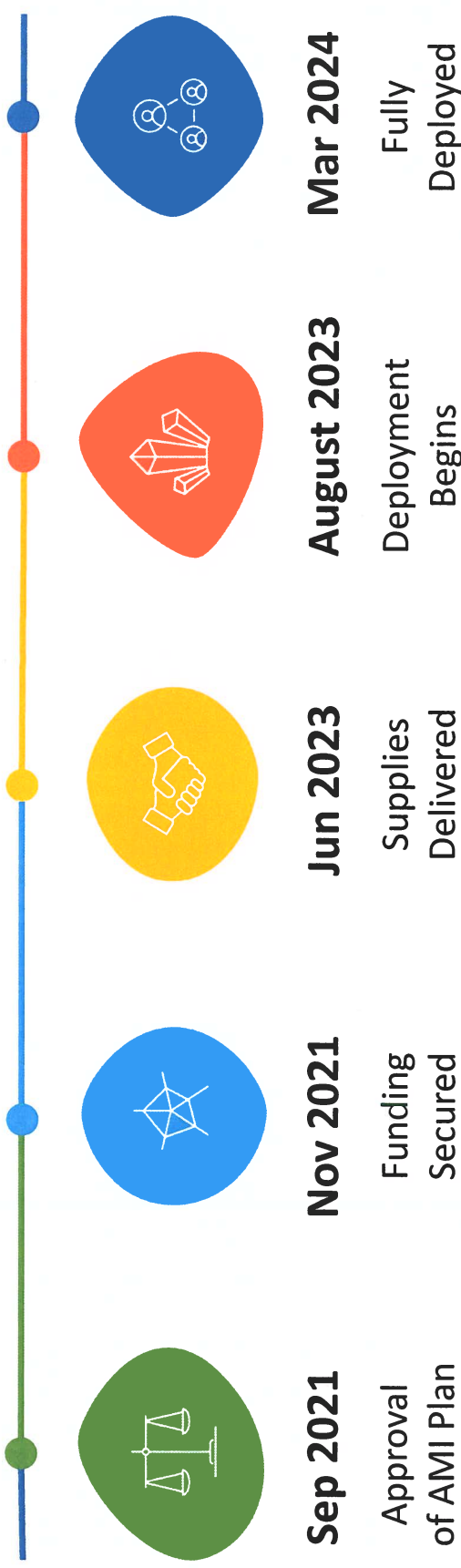
UPA
Installation Sub-
Contractor



Quanta Technologies
Program Manager



Project Impacted by Supply Chain Issues



Deployment of New Meters to Begin Soon

- Meters currently arriving this and next month.
- Communication is Active and Reading meters.
- Extensive testing between existing and new AMI system.
- Advanced communications provided to residents prior to being on-site.
- Access to Customer Portal Available Shortly after installation and completed by existing reading routes.



Customers and Utility will Benefit from AMI

- ❖ Easier access to more information
- ❖ Better manage your water and energy usage
- ❖ Target usage goals and budget within your means
- ❖ Receive alerts and outage notifications
- ❖ Enhanced Customer Services
- ❖ Remote control of meters for quicker turn off and turn on solutions
- ❖ Better managed services for sustainability of resources
- ❖ Alerts and alarms provide quicker insight to City staff to help respond to areas of concerns or alert customers to potential problems



Questions?



CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: May 15, 2023

Subject: Ordinance No. 2023-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.

- 1. Background/History:** Ordinance No. 2023-03 amends the Official Zoning Map by changing the zoning designations of certain property located along the US 27 Corridor containing approximately 86.05 acres from various zoning categories to US 27 Commercial Corridor District (US 27).

This rezone to US 27, initiated by the City of Clewiston, reclassifies approximately 86.05 acres both north and south of Sugarland Highway.

The Planning & Zoning Board met on March 27, 2023 to consider the request and after review and discussion, recommended approval of the rezone. The vote was 4-0. Board member Haitham Kaki was absent.

The City Commission unanimously approved the first reading of Ordinance No. 2023-03 on April 17, 2023.

- 2. Financial Impact:** N/A
- 3. Attachments:**
 - a. Ordinance No. 2023-03 with Exhibit A
 - b. Affidavit of Publication
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2023-03.

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PROPERTY LOCATED ALONG THE U.S. 27 CORRIDOR OF APPROXIMATELY 86.05± ACRES FROM VARIOUS ZONING CATEGORIES TO US 27 COMMERCIAL CORRIDOR DISTRICT (US 27), PROVIDING FOR INCLUSION IN THE CODE, APPENDIX, AND ZONING MAP, CONFLICT AND SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, On July 20th, 2015, the City Commission of the City of Clewiston Florida after all duly required, notice, public hearings, and required plan reviews enacted ordinance 2015-02 amending the future land use map of the city, the goals, objectives, and policies of the city comprehensive plan to create and designate the US 27 Corridor future land use area in order to guide and control the future development of the City, and to preserve, promote and protect the public's health, safety, and welfare; and

WHEREAS, on October 17th, 2022, after several years and multiple workshops, and public hearings, the City Commission of the City of Clewiston upon review and recommendation of approval by the Clewiston Planning & Zoning Board adopted ordinance 2022-10 creating the US 27 Corridor zoning district and associated district regulations; and

WHEREAS, Goal 1, Objective 1.1, Policy 1.1.10 of the Clewiston Comprehensive plan supports the creation of a US 27 Commercial Corridor District.

WHEREAS, The City Commission of the City of Clewiston now in accordance with its comprehensive plan desires to rezone those properties which fall within the US 27 Corridor future land use category into the US 27 Zoning District; and

WHEREAS, The City of Clewiston Planning & Zoning Board conducted a public hearing on March 27th, 2023, found that the zoning map amendment is consistent with the relevant goals, objectives, and policies contained within the City's Comprehensive Plan and recommends approval of this city-initiated rezoning request; and

WHEREAS, The City Commission of the City of Clewiston Florida finds this requested rezoning change to be in the public interest, and consistent with the relevant goals, objectives, and policies contained within the City's Comprehensive Plan.

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

SECTION 1. The Official Zoning Map of the City of Clewiston is hereby amended to reflect that portion of land more specifically described in **EXHIBIT A** of this ordinance, as US 27 Corridor (US 27).

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

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

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

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

PASSED on first reading by the City Commission on April 17, 2023.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

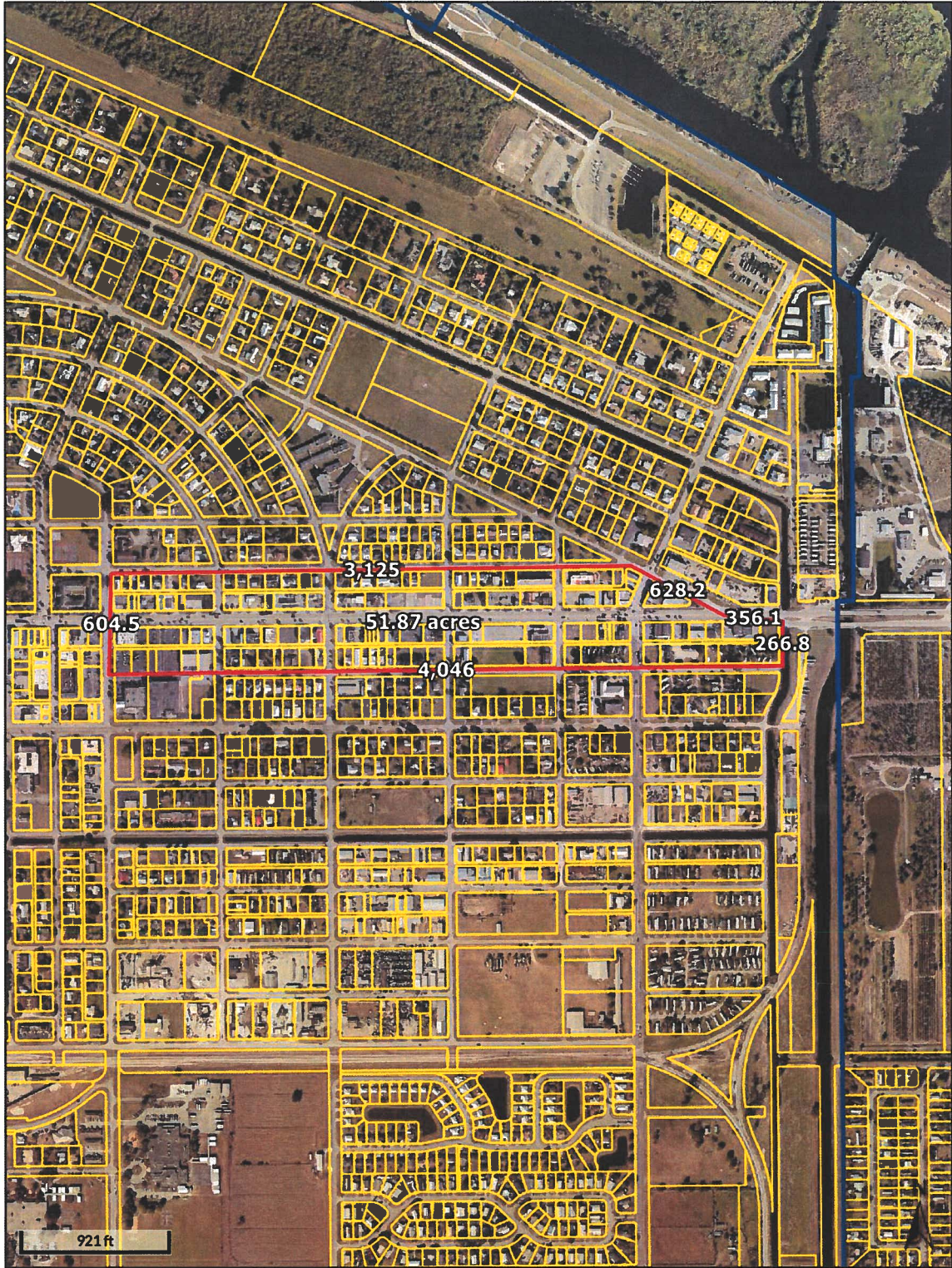
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

EXHIBIT A



Dena R. Pittman, CFA
Hendry County Property Appraiser



Legend

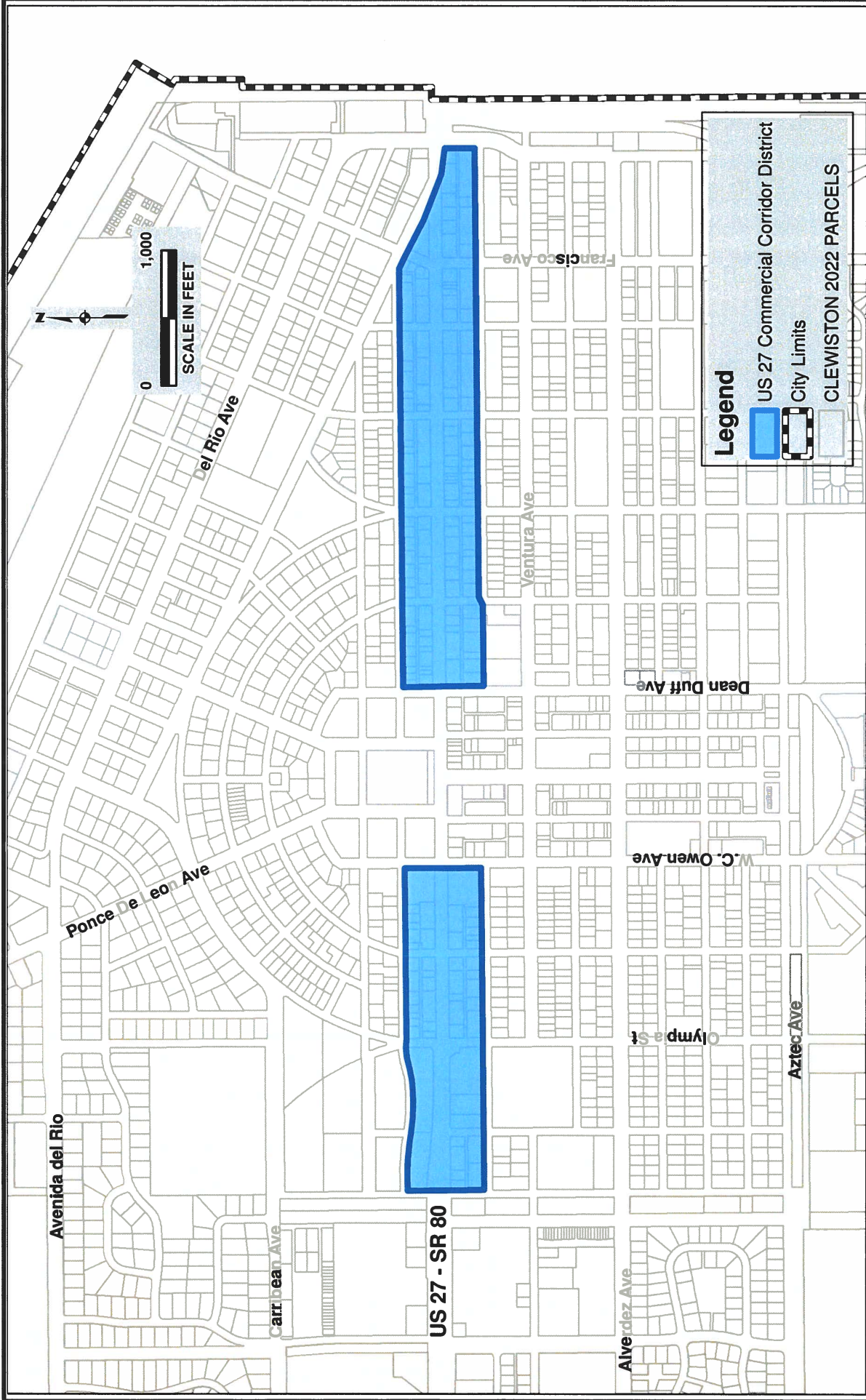
- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-
- Seven K Estates
- Wheeler Road
- Parcels
- County Outlines
 - Hendry
 - <all other values>



Dena R. Pittman, CFA
Hendry County Property Appraiser



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



US 27 Commercial
Corridor District




JOHNSON
ENGINEERING

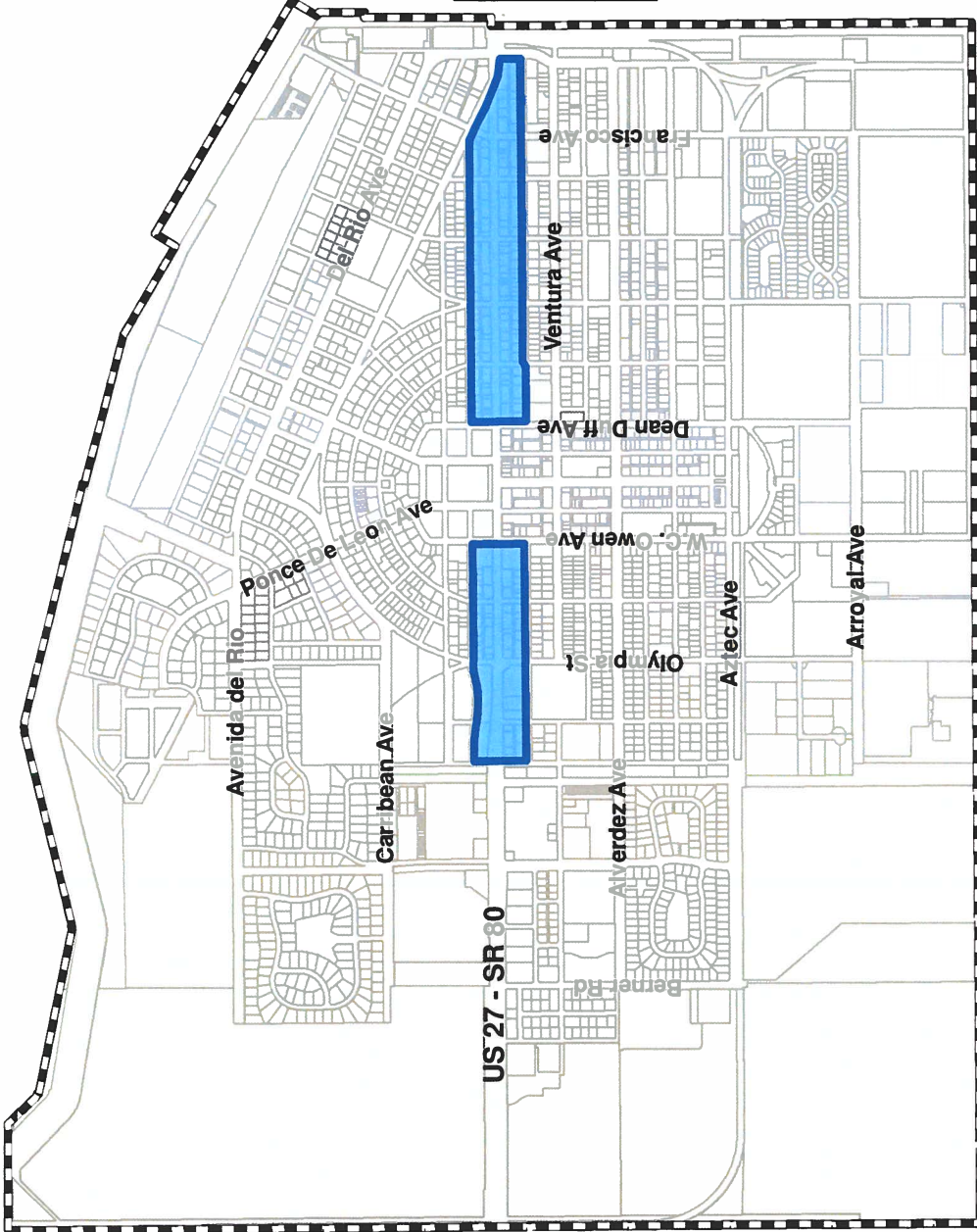
Clewiston, Florida

DATE	DESCRIPTION	BY	APP.
03/22/2022	PRELIMINARY	JL	JL
04/11/2022	REVISED	JL	JL
05/10/2022	REVISED	JL	JL
05/10/2022	REVISED	JL	JL



Legend

-  US 27 Commercial Corridor District
-  City Limits
-  CLEWISTON 2022 PARCELS



**US 27 Commercial
Corridor District**



Clewiston, Florida

DATE	11/17/2021
BY	ALB
SCALE	AS SHOWN
PROJECT NO.	21-09-00
SHEET NO.	1

INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA COUNTY OF HENDRY

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

Public Notice

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

04/26/23

(Print Dates)

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

04/26/23, 04/27/23, 04/28/23, 04/29/23, 04/30/23, 05/01/23, 05/02/23,

05/03/23

(Website Dates)

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

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on May 15, 2023 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PROPERTY LOCATED ALONG THE U.S. 27 CORRIDOR OF APPROXIMATELY 86.05+ ACRES FROM VARIOUS ZONING CATEGORIES TO US 27 COMMERCIAL CORRIDOR DISTRICT (US 27), PROVIDING FOR INCLUSION IN THE CODE, APPENDIX, AND ZONING MAP, CONFLICT AND SEVERABILITY; AND AN EFFECTIVE DATE.

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

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 983-1494, extension 105, or FAX (863) 983-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

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

594720 HEND 4/26/2023



Katrina Elsen Muros

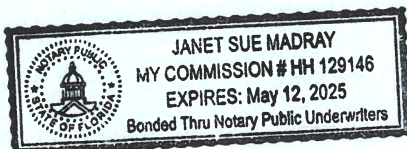
Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this

26th day of April, 2023.





(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: May 15, 2023

Subject: PUBLIC HEARING – Fire Protection Assessment – 5:05 p.m.

- 1. Background/History:** The City Commission declared its intent to institute a Fire Services Special Assessment via Resolution No. 2020-86 on December 21, 2020. PFM Group Consulting LLC performed the special assessment report. The City Commission adopted Resolution No. 2023-032 at the April 17, 2023 Commission Meeting adopting an initial fire protection assessment. The original plan was to proceed with final action at this time. Upon further discussion and analysis, it is now recommended the final action be deferred until further into the budget process.
- 2. Financial Impact:** \$357,469.12
- 3. Attachments:**
 - a. Resolution No. 2023-032
 - b. Clewiston Fire Assessment Report
 - c. Hendry County East District MSBU
 - d. Affidavits of Publication
- 4. Actions/Options/Recommendations:** Recommended motion is to continue the public hearing and table the adoption of the final fire protection assessment to the Tentative Millage and Budget Hearing on September 7, 2023 at 5:05 p.m.

RESOLUTION NO. 2023-032

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA ADOPTING AN INITIAL FIRE PROTECTION ASSESSMENT PURSUANT TO THE UNIFORM METHOD OF COLLECTING SUCH ASSESSMENT SET FORTH IN FLA. STAT. 197.3632; STATING THE NEED FOR SUCH A SPECIAL ASSESSMENT (NON-AD VALOREM); ESTIMATING THE COST OF FIRE-RESCUE SERVICES PROVIDED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT; DESCRIBING WITH PARTICULARITY THE PROPOSED METHOD OF APPORTIONING THE FIRE-RESCUE SERVICE COST AMONG THE PARCELS OF PROPERTY LOCATED WITHIN THE FIRE-RESCUE SERVICE AREA; PRELIMINARILY APPROVING A TENTATIVE FIRE PROTECTION ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED FIRE PROTECTION ASSESSMENTS AND DIRECTING THE PROVISION OF PROPER NOTICE THEREFORE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 21st, 2020, the City Commission of the City of Clewiston Florida adopted resolution no. 2020-86 declaring its intent to adopt a non-ad valorem special assessment for the provision of fire services within the city pursuant to the uniform method of collecting such assessment set forth in Fla. Stat. 197.3632. and;

WHEREAS, The City of Clewiston fire protection services requires funding in order to adequately perform its duties of fire suppression, fire protection, fire/building inspections, and first response medical services to serve and protect the residents of the City; and

WHEREAS, properties within the City are directly benefitted by such services through increased public safety and lower insurance premiums for property served; and;

WHEREAS, The City may use the uniform method of collecting non-ad valorem special assessments to fund the provision of fire services in the City, as authorized under Section 197.3632, Florida Statutes, because this method will allow the special assessments to be collected annually in the same manner as provided for ad valorem taxes; and

WHEREAS, The City now desires to adopt and impose the non-ad valorem special assessment detailed within the attached "EXHIBIT B" beginning in November 2023 for the Fiscal Year 2023-2024.

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

Section 1. It is hereby ascertained and declared the fire-rescue services provided by the city constitute a special benefit to improved and unimproved real property based upon the following legislative determination that fire-rescue services are logically related to the ownership, use, and enjoyment of real property by providing the following special benefits:

- (1) Protecting the value of the improvements and structures by providing and otherwise making available fire-rescue services;
- (2) Protecting unimproved property from brush and forest fires.
- (3) Protecting the life and safety of persons in the use and enjoyment of improvements and structures by providing and otherwise making available fire-rescue services.
- (4) Lowering the cost of fire insurance by the presence of professional and comprehensive fire-rescue services within the city.
- (5) Reducing the threat that fire on vacant property will spread and endanger structures and occupants on improved property.

Section 2. In order to impose the non-ad valorem assessment, the city hired a Fire Protection Assessment Consultant "PFM" that prepared a study for the city in March 2023 (City of Clewiston, Fire/Rescue Service Assessment Report attached hereto as "EXHIBIT A" This study and its recommended methodology is hereby approved and incorporated by reference in this Initial Fire Assessment Resolution.

Section 3. The City has prepared a preliminary Fire Protection Assessment Roll which is attached hereto as "EXHIBIT B" and incorporated by reference in this Initial Fire Assessment Resolution. A copy of this initial Fire Protection Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection and copying. The City Commission preliminarily approves the assessment roll, and the roll shall be timely submitted to the property appraiser and tax collector in accordance with the Uniform Collection Statute.

Section 4. Each tax parcel located within the City Fire Service Area shall be assigned to one of the following property use categories: SF Residential DU, Mobile Homes DU, Multi Family DU, Condo, Motor Coach/RV, Retail, Office, Hotel, Industrial, Institutional, Vacant Commercial, Vacant Industrial, Vacant Institutional, Vacant Residential, Government, Misc. & Non-res. Agr., Vacant Agr.

Section 4. The proposed City of Clewiston Fire/Rescue Special Assessment is fair and reasonable based on the proportionate allocation of costs, by property use category. The percentage of Fire service calls by specific property use category were calculated and used to apportion the cost calculations to the appropriate category for fire/rescue readiness and service demand categories. A parcel apportionment methodology was determined for each category and the special assessment rates were calculated for each property use category. Assessments are composed of two tiers: Readiness/Availability, allocated per parcel and Demand for Service, allocated per Equivalent Residential Unit (ERU), guided by broad categories identified in calls for service. Readiness costs are characterized by administrative costs, capital equipment and building costs. Demand costs are characterized by operational mobilization including volunteer response salaries, travel costs, operational equipment and supplies. For demand purposes, an ERU is defined as the average size of a single-family home within the City (1,606 square feet). Non-residential ERUs are determined by dividing building space by the average ERU size. Vacant lands are defined as 1 ERU per acre. RV lots ERUs are discounted by 50% reflecting high vacancy rates of these properties and seasonal use where structures (RVs)

are not present on site. The amount to be collected per parcel by use category is calculated by adding the parcel's readiness fee plus its demand allocation fee. The estimated total amount to be collected by this special assessment for the fiscal year 2023-2024 is \$393,902.

- Section 5. A Fire Protection Assessment is hereby imposed against all property within the Clewiston Fire Service Area except that property which is wholly exempt from ad valorem taxation under Florida law. The Fire Protection Assessment is hereby assessed at the rate of assessment attached in the Preliminary Fire Protection Assessment Roll attached hereto as **"EXHIBIT B"**.
- Section 6. A public hearing will be conducted by the Commission on May 15th, 2023, at the City Commission Chambers, 115 W. Ventura ST, Clewiston Florida at 5:00 PM to consider the imposition of the Fire Protection Assessments and their collection pursuant to the Uniform Assessment Collection Act.
- Section 7. City staff shall publish a newspaper notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Florida Statute 197.3632 and shall be published no later than April 25th, 2023.
- Section 8. City staff shall provide mailed notice of the public hearing authorized in section 6 hereof to each property owner proposed to be charged at the address indicated on the Tax Roll. The mailed notice shall be mailed no later than April 25th, 2023.
- Section 9. The provisions of this Initial fire Assessment Resolution are severable; and if any section, subsection, sentence, clause, or provision is held invalid by any court of competent jurisdiction, the remaining provisions of the Initial Fire-Rescue Resolution shall not be affected there by.
- Section 10. This resolution shall be effective upon adoption.

DULY ADOPTED this 17th day of April, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA



Mary K. Combass, City Clerk



James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 

Dylan J. Brandenburg, City Attorney



CITY OF CLEWISTON, FL

Fire/Rescue Service Assessment Report

Prepared for:
City of Clewiston, FL

Prepared on March 30, 2023

PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

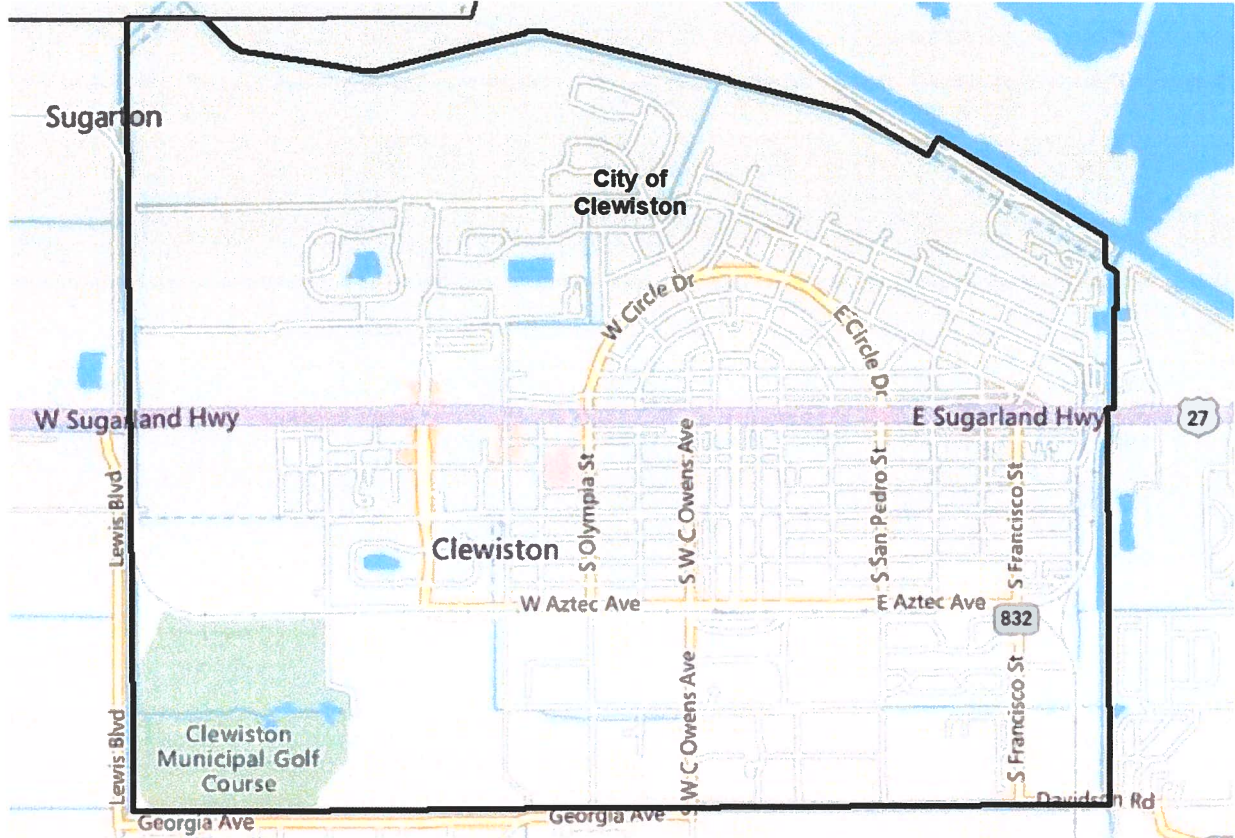


City of Clewiston Fire/Rescue Assessment Schedule

- The proposed City of Clewiston Fire/Rescue Special Assessment is fair and reasonable based on the proportionate allocation of costs, by property use category.
- The benefits received are proportionate to the costs.
- Assessments are levied by the City on incorporated City properties only.
- Assessments are composed of two tiers: Readiness/Availability, allocated per parcel and Demand for Service, allocated per Equivalent Residential Unit (ERU), guided by broad categories identified in calls for service.
- Readiness costs are characterized by administrative costs, capital equipment and building costs.
- Demand costs are characterized by operational mobilization including volunteer response salaries, travel costs, operational equipment and supplies.
- For demand purposes, an ERU is defined as the average size of a single-family home within the City (1,606 square feet). Non-residential ERUs are determined by dividing building space by the average ERU size. Vacant lands are defined as 1 ERU per acre. RV lots ERUs are discounted by 50% reflecting high vacancy rates of these properties and seasonal use where structures (RVs) are not present on site.
- The Fire Assessments include annual funding amounts for capital equipment, based on the 10 year finance cost for the immediate 5-years of equipment needs plan submitted by the Municipal Fire Chief.
- Capital costs account for approximately thirty (30) percent of the total assessment. These funds should be earmarked or escrowed in a separate capital account or fund for Fire capital needs only, to assure long term viability of the capital program.
- Operating costs are reflective of planned salary, equipment cost increases and other budget line items.
- Table 1 presents the proposed City of Clewiston Fire/Rescue Assessment schedule for the 3-year average rate. Adopting the 3-year average rate smooths the annual rate variability as a result of examining budget operating and financed capital costs for fiscal years 2023-24, 2024-25 and 2025-26, with the expectation rates will need to be revised/updated for fiscal year 2026-2027 .



Map 1 City of Clewiston Fire/Rescue Service Municipal Boundary Map



Source: PFM; Hendry County



Table 1 City of Clewiston Fire/Rescue Service Assessment Rates

	Readiness		Demand	Demand	
	Parcels		ERUs	Allocation	Per ERU
SF Residential DU	1,564	56.4%	1,585	\$105,202	\$44.81
Mobile Homes DU	115	4.1%	111	\$155,794	\$44.81
Multi Family DU	135	4.9%	513	\$7,959	\$44.81
Condo	204	7.4%	200	\$3,389	\$44.81
Motor Coach/RV	72	2.6%	5	\$575	\$53.05
Retail	192	6.9%	676	\$3,382	\$53.05
Office	37	1.3%	92	\$1,258	\$53.05
Hotel	14	0.5%	128	\$71	\$53.05
Industrial	53	1.9%	144	\$15,120	\$53.05
Institutional	54	1.9%	206	\$26,114	\$25.76
Vacant Commercial	52	1.9%	18	\$18	\$9.56
Vacant Industrial	36	1.3%	51	\$92	\$9.56
Vacant Institutional	2	0.1%	2	\$0.30	\$9.56
Vacant Residential	84	3.0%	104	\$1,443	\$9.56
Govt	109	3.9%	796	\$71,496	\$25.76
Misc. & Non-res Agr.	22	0.8%	7	\$4,717	\$53.05
Vacant Agr.	27	1.0%	565	\$60,758	\$9.56
TOTAL – Parcels/ERUs	2,771		5,202		
Readiness/Demand Allocation	\$197,286		\$196,616	Total Assessment \$393,902	
Readiness Fee Per Parcel	\$71.19				

Source: PFM



1.0 Project Overview

The City of Clewiston (City) has entered into a professional services agreement with PFM to provide services in the determination of a new Fire/Rescue Special Assessment within the City. Currently, municipal fire/rescue protection services are funded through an ad valorem tax at the City level. The new Assessment will fund the City's portion of fire/rescue protection services, equipment and facilities. The City also provides fire/rescue services in unincorporated areas. Unincorporated fire/rescue services are provided by the City throughout the Hendry County East Fire MSBU. The costs to provide East Fire MSBU services are funded by Hendry County through a special assessment levied on unincorporated parcels in the East Fire MSBU properties. The new City Assessment will fund only the City's costs to provide fire/rescue services within the City. The new Assessment will be imposed on all taxable real property in the City and will replace that portion of the existing ad valorem millage tax currently in place which funds municipal fire/rescue services today. Though the Assessment rates will be different from the County rates, the methodology used to determine the new Special Assessment for the City is the identical method recently adopted and being used by Hendry County to fund fire/rescue services in the East Fire MSBU, representing portions of the unincorporated areas of Hendry County.

Per Florida Statutes 170.201, The City may levy and collect special assessments to fund capital improvements and municipal services, including, but not limited to, fire protection. The City of Clewiston will establish these Assessments to provide these fire/rescue protection services, but these Assessments exclude EMS services. EMS is excluded resulting from June 2000, litigation over the City of North Lauderdale fire rescue assessment program which resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical rescue services do provide a special benefit to property. In 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals. As such, the new City Assessment represents only fire related, and first response medical rescue services, and does not include Emergency Medical Services (EMS), which are funded through other mechanisms.

The objective of this new Special Assessment for Fire/Rescue Services Report is to provide the Assessment Schedule in accordance with provision of Fire/Rescue protection services within the City of Clewiston municipal boundary; to include capital expenditures in the future budgeting and update the fee schedule for the Clewiston Fire Assessment program. The new Fire Assessment will be collected on the tax bill beginning in November, 2023 to fund costs for Fiscal Year 2023-24. Assessments will be collected from taxable incorporated properties located within the City of Clewiston. This document is the Fire Assessment Report (Report).

The methodology contained within this report for calculating the Fire assessments for each property use category included the following steps:

- The full costs to provide fire protection/rescue services for the City were functionalized and identified. This includes operating and capital budget analysis, and administrative costs for City.
- The percentage of Fire calls for service allocated to property use categories that conform to the



Hendry County Property Appraiser's database were used to prepare the municipal assessment schedule.

- The percentage of Fire service calls by specific property use category was calculated and used to apportion the cost calculations to the appropriate category for fire/rescue readiness and service demand categories.
- A parcel apportionment methodology was determined for each category and the special assessment rates were calculated for each property use category.

The goals of this study are as follows:

- To use the City's historic Fire services budget for Fiscal Years 2020-21, 2021-22 and 2022-23 as a baseline budget to identify and project the assessable costs for the average of the subsequent three fiscal years for Fire/Rescue services in the City.
- To include budget costs identified for future capital equipment expenditures.
- To include budget costs for administrative and collection costs for the Special Assessment
- To provide the methodology that apportions the costs for Fire/Rescue services among properties in proportion to the benefits received by such properties and calculate Fire/Rescue Assessments that are capable of collection as a municipal assessment, using the collection process provided in the Uniform Method.
- To apply the assessment methodology and develop updated assessment rates within the identified property use categories

Purpose

In order to achieve the study goals, a number of objectives were accomplished as follows:

- Updated the inventory of the City's existing and proposed Fire/rescue services and resources.
- Updated the full costs of providing Fire/Rescue services within the City.
- Conforming the analyses to the service area boundary corresponding to the municipal boundary of the City.
- Reviewed such final cost determinations with the City to determine which elements provide the requisite benefit to the identified classifications of property.
- Determined the relative benefit derived by categories of property use within the City anticipated from the projected delivery of Fire/Rescue services through future Fiscal Year 2025-26.
- Determine the fair and reasonable apportionment of costs among benefited parcels within each property use category.
- Determine the parcel classifications and calculate preliminary special assessment rates based on a three-year average rate to be applicable and used through fiscal year 2025-26 .
- Determine the preliminary assessment rates and parcel classifications recommended are capable of collection conforming to the statutory requirements of the Uniform Method.



Methodology

PFM performed the following tasks in accomplishing the project objectives:

- Undertook data collection and a detailed research process to identify and update the operations and funding of Fire/Rescue operations within the City for Fire/Rescue services.
- Conducted interviews with Municipal staff to identify and update all services and costs in the Fire Department (City portion of costs only), including but not limited to salaries, personnel costs, insurance, buildings/facilities, capital equipment and fire suppression and rescue equipment.
- Analyze budget data for Fiscal Years 2020-21, 2021-22 and 2022-23 and future Fiscal Year cost calculations for the provision of Fire/Rescue protection services, within the City.
- Determined portions of the budgets which represent readiness/availability and service demand to prepare a two-tier assessment reflective of the aspects and characteristics of Fire/Rescue protection and services provided.
- Analyzed three years of Fire call incidence data (Years 2020-22) to guide allocation of the provision of Fire services to property use categories within the City.
- Distributed the funding requirement for the three-year assessment rates through Fiscal Year 2025-26 among identified property use categories based upon the recommended apportionment to determine preliminary special assessment rates within the City.

Background

In Fiscal Year 2022-23 municipal Fire protection services were funded through an ad valorem tax imposed by the City. The amount of budgeted funding was approximately \$273,559 for Fire/rescue services within the City. The City has undertaken an engagement with PFM to prepare the special assessment schedules for the City Fire/rescue to raise necessary funds through which the City will continue to fund and provide Fire/Rescue services. This report examines the City Special Assessment requirements, examining the unique characteristics of the area and providing the assessment rate schedule to fund Fire/rescue services. The ad valorem tax millage rate will be reduced accordingly through replacement of ad valorem funds with special assessments.

A benefits analysis is also conducted to assure the resulting assessments are fair and equitable, meeting the requirements for a properly levied and administered special benefit assessment. The methodology and benefits analysis is identical to the method adopted by Hendry County in 2022 to fund the County portion of Fire/Rescue services.



2.0 Special Benefits

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire protection services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection program; and (iv) containing fire incidents occurring on land and within buildings with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire protection services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the assessable area.

This report describes the assessment methodology used to develop the Fire/Rescue assessments in this report. First, we discuss relevant Florida Law regarding Special Non-ad Valorem Assessments, followed by sections discussing how Florida Law has been applied to the determination of benefit and the apportionment of the annual revenue requirements of the Fire/Rescue Assessment to benefitting properties.

This section discusses relevant Florida Law regarding special non-ad valorem assessments as it relates to the City's proposed Fire/Rescue Assessment program. The discussion covers how Florida law relates to special benefit and proportional benefit.

Special non-ad valorem assessments are a revenue source available to local governments in Florida to fund operations and maintenance expenses and capital improvements for essential services such as roads, drainage, fire/rescue services, utilities, etc. Florida case law has established two requirements for the imposition of a non-ad valorem special assessment. These two requirements have become known as the two-pronged test. They are 1) the property assessed must derive a special benefit from the service provided, and 2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

In considering special benefit, the following question must be considered, "Can a special benefit be derived from Fire/Rescue Service by all properties within the District (City) to meet the first prong of the two-pronged test, even if all properties are not improved and/or do not receive calls for service?". The answer is yes based in part upon the Florida Supreme Court determination in *Fire District No. 1 of Polk County v. Jenkins* that a sufficient special benefit was derived by the availability of fire services to justify the imposition of the special assessment¹. Also, in *Meyer v. City of Oakland Park* the Court upheld a sewer assessment on both improved and unimproved property, stating that the benefit need not be direct or immediate but must be

¹ *Fire District No. 1 of Polk County v. Jenkins*, 221 So.2d 740 (Fla. 1969)



substantial, certain and capable of being realized within a reasonable time². In *District of Hallandale v. Meekins*, the Court indicated that the proper measure of benefits accruing to property from the assessed improvement was not limited to the existing use of the property but extended to any future use which could reasonably be made³.

Proportional Benefit

Under Florida law, local governments are afforded great latitude regarding legislative determinations of special benefit and reasonable apportionment of costs. The Florida Supreme Court, in *City of Boca Raton v. State of Florida*, found the apportionment of benefits is a legislative function, and if reasonable persons may differ as to whether the land assessed was benefitted by the local improvement, the findings of the District officials must be sustained⁴. In *City of Boca Raton v. State of Florida*, the Florida Supreme Court also determined that the manner of the assessment is immaterial and may vary within the district, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts⁵.

Special Benefit – The First Test of the Two-Pronged Test

Based upon discussions with City staff about the extent and nature of the Fire/Rescue Services provided, we have concluded that all parcels within the City receive a special benefit from the availability/readiness of Fire/Rescue Services provided by the City, because the Fire/Rescue resources are maintained throughout the City, at the same state of response readiness and availability, to all parcels.

In considering special benefit, it is important to consider that the City maintains its Fire/Rescue resources at a level that provides a response readiness condition to respond to calls for service throughout the City, at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type or location within the City or any other factors specific to the property requiring the service. Therefore, all properties receive a special benefit from the City's Fire/Rescue Service by its availability/readiness. Improved parcels receive additional special benefit in the protection from the loss of structures on the property, afforded by the ability to obtain fire insurance at attractive rates and the availability/readiness of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all parcels, improved and un-improved, by the availability of Fire/Rescue Service provided by the City include:

Availability/readiness of immediate response to fire,
First responder medical aid to protect the life and safety of occupants,
Containment of liability for emergency incidents on the subject parcels and the spread of fires to other property,
Enhanced property value, and

² *Meyer v. City of Oakland Park*, 219 So.2d 417 (Fla. 1969)

³ *City of Hallandale v. Meekins*, 237 So.2d 318 (Fla. 4th DCA 1970), aff'd, 245 So.2d 253 (Fla 1971)

⁴ *City of Boca Raton v. State of Florida*, 595 So.2d 25 (1992)

⁵ *City of Boca Raton v. State of Florida*, 595 So.2d 25 (1992)



Enhanced marketability of and/or ability to develop property.

In addition to the above special benefits that are conferred upon all parcels in the City, the following additional benefits are conferred upon parcels:

Protection from the loss of structures and loss of use on the property due to fire by virtue of the ability to 1) obtain fire insurance and 2) to obtain that insurance at attractive rates because of the availability of fire protection service, and

Protection of loss of structures provided by the availability/readiness of fire suppression service provided by the City. Protection of loss of use and enjoyment on vacant lands is provided by the availability/readiness of fire suppression service provided by the City.

Therefore, the first prong of the two-pronged test (the property burdened by the assessment must derive a special benefit from the service provided by the assessment) is met because all properties in the City receive a special benefit from the availability/readiness of the City-wide Fire/Rescue service provided by the City.

Fair Apportionment – The Second Test of the Two-Pronged Test

In considering the assessment methodology, the second test of the two-pronged test requires the costs of the assessment must be fairly and reasonably apportioned among the properties receiving the special benefit. In this Study we have developed an apportionment methodology based on two components of the fire/rescue services. First includes the readiness-to-serve, availability, of fire protection service to all parcels, improved and un-improved, and an additional benefit that this availability of service provides to property by the protection from the loss of the structures on improved parcels and loss of use and enjoyment on vacant parcels through the ability to obtain insurance at attractive rates. The second component of the fire services is the ability of the County to respond to demand for service through calls for service to suppress a fire or respond to a medical emergency.

Accordingly, the apportionment methodology recognizes two tiers of benefit:

1. Tier 1 - the simple availability/readiness of fire protection service which is available equally without discrimination to all parcels of all types within the City by virtue of the continued state of readiness to provide fire/rescue service that is maintained by the City, and
2. Tier 2 - the protection from the loss of structures, use and enjoyment of use on the property provided by the response to demand for fire protection/rescue service by:
 - a. The demand response provided by the County such that, when actual calls for service are received the County provides direct fire suppression/rescue service to protect property owners from the loss of structures on their property; protect occupants; preserve the use and enjoyment of use of the land and
 - b. The ability to obtain fire insurance

Apportionment of Fire/Rescue Costs

In order to apportion costs to benefitting parcels, the first step is to apportion the costs to be recovered in the Fire/Rescue Assessment to the Tier 1 – Availability/readiness portion of benefit and the Tier 2 – Demand for service to prevent loss of structures and use/enjoyment benefit as follows:



1. Tier 1 – Availability of Response/Readiness

The City maintains the facilities, equipment and personnel necessary to provide fire protection services on a 24 hour a day, seven days a week, year-round basis to all parcels in the City. This state of availability of response readiness is provided by the fixed costs of the system, capital and administrative costs associated with creating the state of readiness. These costs are incurred to maintain service availability, a constant state of readiness, to serve every parcel of real property in the City and these costs will be incurred regardless of that parcel's character or use. The fixed, non-discretionary costs of the City are management administrative costs that must be incurred independent of the number of calls for service plus lease payments and capital expenses. These costs represent approximately 45% of total Fire/Rescue costs in the City.

2. Tier 2 – Demand for Fire Suppression - Protection from Loss of Structures or Loss of Use and Enjoyment

The costs associated with demand for fire suppression and rescue, including protection from loss of structures on property and loss of use and enjoyment and include all other costs that are not included in the Tier 1 - Response Availability Readiness Benefit. These costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs that are incurred relative to operations which can be variable, such as fuel, equipment maintenance, and other operating costs. These costs represent approximately 55% of total Fire/Rescue costs in the City.

2.1 Apportionment of Benefit to Properties

The next step is to apportion the costs in each component of benefit to benefitting properties as follows:

1. Tier 1 – Availability - Readiness Benefit

All parcels in the District (City) benefit from the availability of fire protection service that the District provides without discrimination as to property class on a 24-hours a day, seven days a week, year around basis. This availability benefit is conferred upon all parcels whether or not a request for actual assistance to the parcel is ever received. The costs to maintain availability through the constant state of readiness to serve applies to every parcel of real property in the District. Availability is not associated with responding to actual incidents and these costs will be incurred regardless of the character or land use of parcels. As stated earlier in this report, the special benefits provided to all parcels by the availability/readiness of Fire/Rescue Service provided by the District include:

- Availability/readiness of immediate response to fire,
- Availability/readiness of first responder medical aid to protect the life and safety of occupants,
- Containment of liability for emergency incidents on the subject parcels and the spread of fires to other property,
- Enhanced property value, and
- Enhanced marketability of and/or ability to develop property.

Therefore, it is appropriate to apportion the costs in this cost pool to all parcels on a parcel-by-parcel basis.



2. Tier 2 – Response to Demand for Service - Protection from Loss of Structures and Use and Enjoyment

When responding to demand for service, properties benefit from the protection from loss of the structures on the parcels, protection of occupants, as well as protection from loss of use and enjoyment on unimproved parcels. The protection from the loss of the structures or use and enjoyment due to fire is represented by the protection from the loss of buildings and land use, on an equivalent unit basis. This protection from loss is conferred on such parcels by fire protection conferred by the District either through the District providing fire direct suppression services, and/or the ability to obtain fire insurance.

The structure and property characteristics are readily available in the Property Appraiser's data base. These characteristics are the best data that is reasonably available, regularly updated to reflect changes in use or development and can be readily determined on an equivalent residential unit basis for each parcel in the District. The equivalent residential unit basis is determined through calculation of the average size of a single-family residential unit in each district. The average unit size then is used to determine the number of Equivalent Residential Units (ERUs) on developed non-residential properties by dividing existing building square footages per parcel by the average single family residential unit size. For example, if the average residential unit size in the district is 1,500 square feet, a non-residential property with a building of 3,000 square feet would be determined to have two (2) equivalent residential units.

Using the Property Appraiser data, the equivalent residential unit size is determined to be 1,606 square feet in the City. Lands with residential use will be assigned 1 ERU per residential unit. This includes single family units, mobile homes, multifamily units, residential units on agricultural lands and residential units on religious lands. For vacant and undeveloped parcels, the equivalent residential unit basis is 1 ERU per Acre. For example, a $\frac{1}{4}$ acre vacant residential lot will receive $\frac{1}{4}$ of an ERU in calculating the demand portion of the assessment and a 10-acre vacant parcel will receive 10 ERUs in calculating the demand portion of the assessment. It should be noted, according to State Statute, agricultural lands are exempt from Fire Assessments. Therefore, large vacant agricultural tracts of land will not be assessed. However, residential use and accompanying units on agricultural lands will be assessed per residential ERU.

Parcels of 5 acres or 10 acres, for example, will still likely face demand issues that are larger than would be faced with a smaller ($\frac{1}{4}$ acre or 1 acre) vacant parcel; such as access; water availability and ability to move fire suppression equipment onto the site. These issues all have operational demand cost consequences. For this reason, it is reasonable to equate 1 vacant acre with 1 ERU, where the resulting demand portion of the assessment reflects higher demand costs for larger parcels.

In addition to the special benefits that are conferred upon all parcels in the District by the Tier 1 Availability benefit, the following additional benefits are conferred upon parcels through Tier 2 Demand for fire suppression/rescue:

Protection from the loss of structures on the property;

Protection from loss of use and enjoyment due to fire/emergency by virtue of:

- Fire protection service and fire suppression/rescue whether or not a request for service is ever received, and



- The protection of loss of use and enjoyment through fire suppression/rescue service provided by the District (City) to respond to a call and to suppress the fire or provide first response medical services, whether or not a request for service is ever received, and
- ability to obtain fire insurance at reasonable rates because of the service provided.

The larger the structure in which fire takes place, or the larger the area involved in a call for service on vacant lands, the greater the level of fire suppression response is required. As structure size increases or the land area involved in a fire increase, the resulting level of response to demand also increases with respect to the personnel and equipment needed. As the level of response and resulting cost of the response increases due to the property characteristics, through the use of the ERU mechanism, as the ERU count on a property increases, the resulting assessment will increase.

Because the greater the ERUs per property, the higher the cost for service due to increased response, it is appropriate to apportion the costs for the Demand component based on an Equivalent Residential Unit basis as calculable through information in the Property Appraiser's data base. It is important to note that ERU calculations are readily determined for all parcels on this basis described, resulting in a fair and reasonable allocation of costs on a comparative basis across all parcels in the District, whereby, the greater the ERUs per property, the higher the cost for service, resulting in proportionate increases in the resulting Demand portion of the assessment. This meets the second test of the two-pronged test.

3.0 City Fire Services

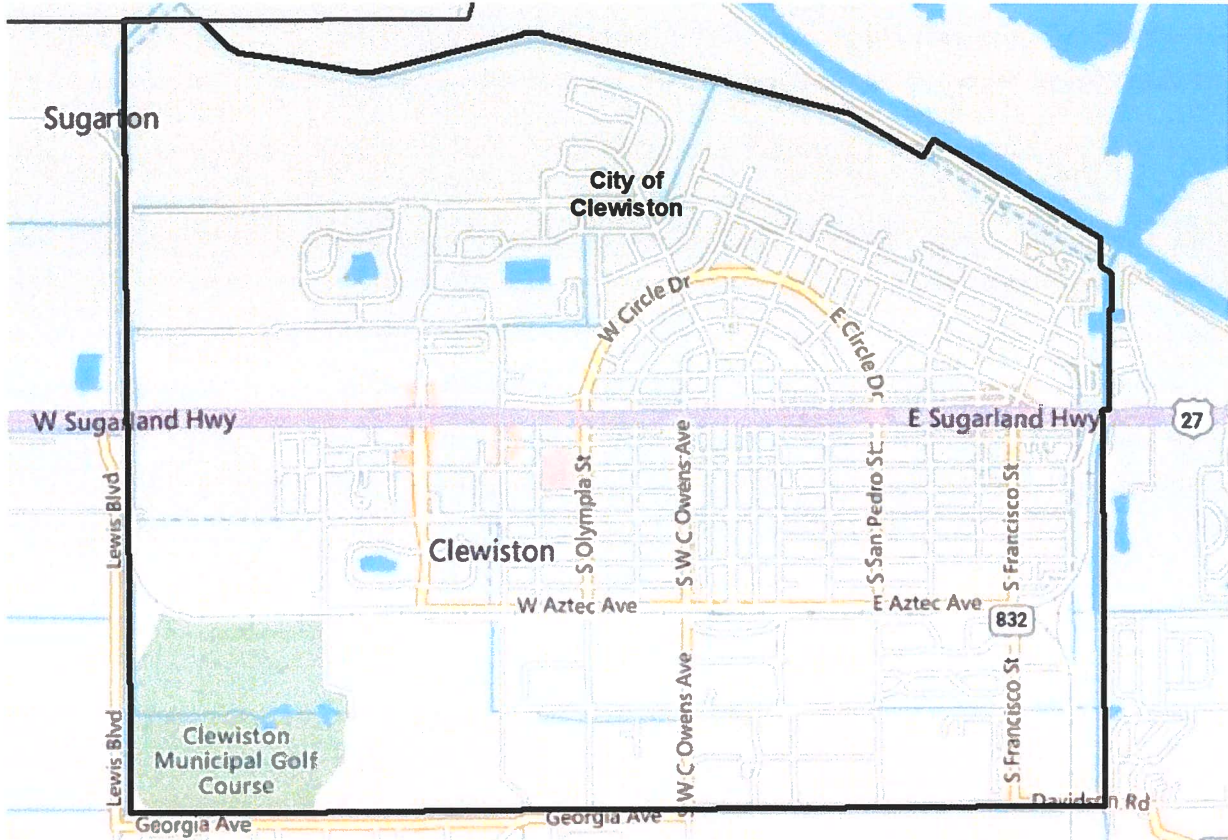
City of Clewiston Fire/rescue protection is provided mainly by volunteer fire department staff. The Fire department location is:

- City Clewiston FD 120 Commercio St, Clewiston, FL 33440

The City Fire/Rescue jurisdictional map is shown below in Map 1. The City Fire map also depicts the fire district service areas which is the City of Clewiston. The City Fire/Rescue Assessments reflect revenues and costs attributed to the incorporated City only and includes real properties, population and employment found within the City of Clewiston only.



Map 1 City of Clewiston Fire/Rescue Boundary Map



Source: PFM; Hendry County



The fire department responds to fires (including structure and brush fires), medical emergencies, motor vehicle accidents, rescue calls, and incidents involving hazardous materials. Vehicles are equipped with modern equipment and staff trained to handle these types of emergencies. The department also provides fire and emergency preparedness information as well as investigation and inspection services.

The vehicles are kept on-site at the fire station and are sent as needed on calls received. Additional staff and equipment may be dispatched to support the primary response vehicle on any call, based on need as determined by the responding crew.

The City currently funds municipal fire rescue services through an ad valorem tax levied by the City.

3.1 City of Clewiston Fire/Rescue Service Costs and Budget

Table 2 shows the City budget for the current fiscal year as well as the projected municipal only budget costs through Fiscal Year 2025-26 for fire/rescue protection services. The five year average share of calls for service determines the budget split between City and County cost sharing. The City's current share for the cost sharing split during Fiscal 2022-23 is 38.6%. This share has been used to project future budget costs. At present, the City fire department is largely a volunteer program.

Annual costs to fund the City portion only of the Fire Department services have averaged \$276,500 per year, since Fiscal Year 2020. The Fiscal Year 2022-23 City budget share is and reached \$273,559, slightly below the three-year historic average. This includes limited programmed capital expense for fire engines and other major capital expenses. Because the population served by the City has expanded slowly, recent capital equipment purchases have been mainly for replacement and bringing capital equipment up to current standards. Maintaining level of service and quality equipment however is needed to continue to serve the City. As well, significant municipal annexations occur and may contribute to an increase the City's share of fire/rescue service costs. The projected three-year average budget cost, through Fiscal Year 2025-26, including capital equipment expense for the City, plus a \$10,000 annual contingency fund, is \$358,734 annually.

Added to the \$358,734 are additional administrative fees. Administrative fees include Tax Collector fees, Statutory Discount and non-collection allowance, plus Assessment Report costs. Administrative fees total \$35,168 per year. Combining the annual budget amount plus Administrative fees totals \$393,902. The \$393,902 is the amount expected to be generated by the imposition of the Special Assessment.



Table 2 City of Clewiston Fire/Rescue Budget – Current and Forecast Years

Department : 5050 - Fire Services	Fiscal Year 2023				Fire Services				
	Budget				Municipal Budget				
	Original Total Budget	Current Total Budget	City	County	2024	2025	2026	3-Year Average	
Expenditure Description									
SubCategory: 510 - Salaries and Wages									
001-5050-512000	Regular Salaries	39,456	39,456	15,213	24,243	16,019	16,868	17,762	16,883
001-5050-513000	Special Detail	270,790	270,790	104,409	166,381	109,943	130,820	155,661	132,141
SubCategory: 510 - Salaries and Wages		310,246	310,246	119,622	190,624	125,962	147,688	173,424	149,025
SubCategory: 520 - Benefits									
001-5050-521000	Taxes-FICA	23,734	23,734	9,151	14,583	9,636	11,298	13,267	11,400
001-5050-522000	Retirement Contribution	183	183	71	112	74	78	82	78
001-5050-522002	Firefighter Pension (unfur	107,824	107,824	41,574	66,250	-	-	-	-
001-5050-522500	457 Match	1,168	1,168	450	718	474	499	526	500
001-5050-523000	Insurance-Health	6,452	6,452	2,488	3,964	2,620	2,758	2,905	2,761
001-5050-523001	Insurance - Dental	237	237	91	146	96	101	107	101
001-5050-523002	Insurance - Life	284	284	110	174	115	121	128	122
001-5050-523003	Insurance - AD & D	28	28	11	17	11	12	13	12
001-5050-523004	Firefighter AD & D	6,716	6,716	2,590	4,126	2,727	2,871	3,023	2,874
001-5050-523005	Firefighter Cancer Plan	12,420	12,420	4,789	7,631	5,043	5,310	5,591	5,315
001-5050-524000	Worker's Compensation	13,815	13,815	5,327	8,488	5,609	5,906	6,219	5,912
001-5050-526000	Long Term Disability Ins.	214.00	214	83	131	87	91	96	92
SubCategory: 520 - Benefits		173,075	173,075	66,733	106,342	26,492	29,048	31,957	29,166
Total Personnel		483,321	483,321	186,355	296,966	152,455	176,736	205,381	178,190
SubCategory: 530 - Contractual Services									
001-5050-534000	Other Contractual Serv	300	300	116	184	122	128	135	128
0015050-537702	Admin Fee CFD	5,887	5,887	2,270	3,617	2,390	2,517	2,650	2,519
SubCategory: 530 - Contractual Services		6,187	6,187	2,386	3,801	2,512	2,645	2,785	2,647
SubCategory: 540 - Operating Expenditures									
001-5050-540000	Travel & Per Diem	2,600	2,600	1,002	1,598	1,056	1,112	1,170	1,113
001-5050-540500	Registration/Trng Fees	6,500	6,500	2,506	3,994	2,639	2,779	2,926	2,781
001-5050-541000	Telephone	6,802	6,802	2,623	4,179	2,762	2,908	3,062	2,911
001-5050-543000	Utilities	12,700	12,700	4,897	7,803	5,156	5,430	5,717	5,434
001-5050-545000	Insurance	26,628	26,628	10,267	16,361	10,811	11,384	11,988	11,394
001-5050-551100	1st Responder Supplies	4,000	4,000	1,542	2,458	1,624	1,710	1,801	1,712
001-5050-552100	Fuel	13,000	13,000	5,012	7,988	5,278	5,558	5,852	5,563
001-5050-552300	Chemicals	2,000	2,000	771	1,229	812	855	900	856
001-5050-552500	Uniforms	2,500	2,500	964	1,536	1,015	1,069	1,125	1,070
001-5050-552700	Operating Supplies	12,500	12,500	4,820	7,680	5,075	5,344	5,627	5,349
001-5050-554100	Dues & Memberships	-	-	-	-	-	-	-	-
SubCategory: 540 - Operating Expenditures		89,230	89,230	34,405	54,825	36,228	38,148	40,170	38,182
SubCategory: 550 - Repair and Maintenance									
001-5050-546100	Maintenance - Buildings	3,000.00	3,000.00	1,157	1,843	1,218	1,293	1,351	1,284
001-5050-546200	Maint -Mach. & Equip.	15,000.00	15,000.00	5,784	9,216	6,090	6,413	6,753	6,419
001-5050-546500	Maint. - Vehicles	32,000.00	32,000.00	12,338	19,662	12,992	13,681	14,406	13,693
SubCategory: 550 - Repair and Maintenance		50,000	50,000	19,279	30,721	20,300	21,376	22,509	21,395
SubCategory: 560 - Capital Outlay									
001-5050-563000	Imp. Other than Bldgs.	4,250.00	4,250.00	1,639	2,611	1,726	1,817	1,913	1,819
001-5050-564000	Machinery & Equipment	76,500	76,500	29,496	47,004	-	-	-	-
SubCategory: 560 - Capital Outlay		80,750	80,750	31,135	49,615	-	-	-	-
SubCategory: - Capital Debt Service									
	Principal & Interest	-	-	-	-	106,500	106,500	106,500	106,500
Contingency Reserve						10,000	10,000	10,000	10,000
Total Fire Services		709,488	709,488	273,559	435,929	329,720	357,222	389,259	358,734

Source: City of Clewiston;

Note: Unfunded Firefighter Pension costs (code 522002) will be paid through the Municipal insurance tax

3.2 Capital Requirements – 10 Year Plan

As part of the assessment process, a 10-year capital requirements plan was developed and provided by the City Fire Chief. The purpose of this plan is to identify and program needed capital expenditures to maintain the level of protection provided by fire/rescue. The incorporated proportionate capital share of Clewiston needs determines the 10-year capital plan for the City.

The 10-year capital fire expenditure plan calls for \$3.0 million in capital fire equipment (fire trucks) and fire station upgrades through year FY 2033. Of this, the City portion of expenditures is expected to be \$1.2 million, of which \$863,100 is needed ***in the first five years only*** of the plan. The capital plan is found in Appendix 1. The annual debt service required to fund the first five years of the City portion of capital purchases is \$106,500 per year. This assumes the required annual capital expenditure is financed over 10



years on a tax exempt basis. This amount has been added to the annual budget for the purposes of setting Municipal Fire assessment rates while providing adequate funds for the purchase of future capital equipment.

Under this approach, revenues will be collected each year to fund debt service to amortize the purchase new and/or replacement capital equipment. The timing and scheduling of purchases may vary from the original plan. Purchases may be paid in cash rather than financed if sufficient capital reserves exist. It is important however, for budgeting purposes, the capital portion of the assessment collected be maintained in a separate capital appropriations account and earmarked for capital spending for fire/rescue services only. This will allow for orderly management of the capital funds received for these purposes, ensure capital funds will be available when needed and not excessively or overfund the operations portion of the Municipal fire services budget.

The capital portion of the City assessment represents 30 percent of the overall assessment. This portion is to be set aside for capital spending and is necessary to maintain service standard levels and adequate readiness and response.

3.3 Readiness/Availability and Demand – A Two-Tier Assessment

For the purposes of fairly and proportionately allocating Fire/Rescue service costs to taxpayers, the assessment has been allocated according to a two-tier assessment. These components are represented by 1) Readiness/Availability and 2) Demand/Response.

Readiness is defined as the availability of fire protection/rescue which is provided equally to all parcels of land without discrimination. Readiness is provided as a result of the management/administrative costs, building or lease payments, insurance costs, fire stations and capital equipment expense (debt payments) in place to assure the capability to respond in the event of a call for service.

Demand/Response is defined as response to calls for fire suppression and emergency rescue. The Demand component of the fire/rescue service is characterized by volunteer labor costs, travel, costs for use of operational equipment and supplies such as fuel, tires, oil, breathing apparatus, fire control operating supplies, non-capital maintenance and repairs resulting from wear and tear occurring during response and similar operational budget items.



Table 3 Readiness and Demand Budget Allocations describes the distribution of Fire/Rescue service protection costs (budget) between the two tiers of assessments, Availability/Readiness component and the Demand component. For Assessment purposes, the three-year future average will be used to allocate budget costs between Availability/Readiness and Demand. In the City, the Availability/Readiness portion of costs is 50% and the Demand portion of costs is 50%.

Table 3 City of Clewiston Readiness and Demand Budget Allocations

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY2026</u>	<u>3-Year Average</u>
Readiness/Availability	191,075	197,030	203,752	197,286
<u>Service Demand</u>	<u>171,630</u>	<u>195,246</u>	<u>222,972</u>	<u>196,616</u>
TOTAL	\$362,705	\$392,277	\$426,724	\$393,902
				<u>Avg.</u>
Readiness/Availability	53%	50%	48%	50%
Service Demand	47%	50%	52%	50%

Source: PFM



3.4 Land Use Evaluations to Determine Parcels for Availability/Readiness and ERUs for Demand

With the understanding the City Assessment will be levied according to parcel for the Availability/Readiness tier and by ERU for the Demand tier, a land use analysis, by property type, is required to determine parcel counts and ERUs for citywide Assessments. The land use analysis was undertaken using the latest Hendry County Property Appraiser data, at the parcel level, according to the Florida Department of Revenue (DOR) land use codes. The DOR land use codes used are found in Appendix 2. The City parcels were identified according to GIS based analysis using the Municipal boundary data as provided by Hendry County as shown on Map 1. Only incorporated properties were evaluated for parcel counts and ERUs. Table 4 describes the land use categories, parcel counts and ERUs for all properties within the City. Unit and parcel growth rates have been applied for future years based on recent growth trends. For the purposes of rate adoption and maintaining stable rates, 3-year average costs and 3-year average land use has been prepared.

Table 4 City of Clewiston Fire/Rescue – Average Land Use

	<u>Readiness</u>		<u>Demand</u>
	<u>Parcels</u>		<u>ERUs</u>
SF Residential DU	1,564	56.4%	1,585
Mobile Homes DU	115	4.1%	111
Multi Family DU	135	4.9%	513
Condo	204	7.4%	200
Motor Coach/RV*	72	2.6%	5
Retail	192	6.9%	676
Office	37	1.3%	92
Hotel*	14	0.5%	128
Industrial	53	1.9%	144
Institutional	54	1.9%	206
Vacant Commercial**	52	1.9%	18
Vacant Industrial**	36	1.3%	51
Vacant Institutional**	2	0.1%	2
Vacant Residential**	84	3.0%	104
Govt	109	3.9%	796
Misc. & Non-Res. Agr	22	0.8%	7
Vacant Ag**	27	1.0%	565
TOTAL	2,771		5,202

Source: Hendry County Property Appraiser; PFM. Note: Land use as of 2022 with 3-year average parcel and ERU growth included

* RV lot ERUs are calculated at 50% due to seasonal occupancy

** ERUs on vacant lands are determined by the number of acres

The parcel count is the sum of the number of real property parcels with a tax ID number, according to land use and includes taxable portions of religious and agricultural parcels . The Availability/Readiness portion



of the Assessment is allocated to all parcels of land, on a parcel-by-parcel basis, since all lands and parcels receive the same level of equal protection through availability/readiness.

The Demand portion of Assessments are distributed across ERUs by land use type. Further weighting to the allocation of costs for the Demand tier is made according to demand for service, as described in the calls for service incidence reports. The Demand portion of the Assessment is allocated among parcels on the basis of Equivalent Residential Units (ERU) per property. The ERU is defined as 1,606 square feet, which is the average size of a single-family residential unit in the City of Clewiston. The demand response to a call for service is generally similar across all types of residential units. For Assessment purposes, any residential unit is defined herein as 1 ERU. ERUs are residential unit counts for residential properties, including residential units located on agricultural lands and religious use properties. The residential assessment encompasses all residential units including single family, multi family, mobile home, and residential condominium units.

For non-residential properties, the Demand portion of the assessment is levied according to the number of ERUs attributable to the property. For Assessment purposes, ERUs per non-residential property are calculated by dividing the non-residential building square footage on the parcel by the ERU size, which is 1,606 square feet in the City. This applies to all non-residential lands with structures. This also includes hotels and RV lots which are treated as commercial properties.

Section 125.0168, Florida Statutes, requires the County treat recreational vehicle park property as commercial property for non-ad valorem special assessments. It is fair and reasonable to treat each space within recreational vehicle park property as a building of commercial property and assign the square footage of 224 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

As a consequence of the transient use and high vacancy due to seasonal use within recreational vehicle parks, as compared to other commercial property and the lack of demand for fire rescue services for unoccupied spaces, it is fair and reasonable to provide for a vacancy adjustment procedure for recreational vehicle park property. Therefore, a vacancy adjustment of 50% is made to the ERUs used in the Demand portion of the assessment for RV sites. Each RV site is calculated at $\frac{1}{2}$ ERU per RV site. The Readiness charge is not adjusted or discounted for RV sites.

Vacant lands are charged the demand portion of the Assessment on an ERU basis where 1 ERU is equivalent to 1 acre. Thus, a $\frac{1}{4}$ acre vacant residential parcel will have an assessment consisting of a Readiness/Availability fee per parcel, plus $\frac{1}{4}$ of an ERU for the Demand portion of the Assessment. Though agricultural lands are statutorily exempt from Fire/Rescue assessments, agricultural lands will have assessments calculated on this same basis of parcel and acre size. Assessments associated with Agricultural lands are calculated under this method for the purposes of determining how much general fund transfer must be contributed by the County to make up for Assessment revenue lost due to the exemption. Agricultural lands will not be charged an Assessment. Similarly, assessments will be calculated to support the general fund transfer needs or for billing purposes for other exempt lands where the Assessment is not levied, such as religious use, non-profit organizations, government special districts and government use exemption. Residential structures located on either agricultural lands or religious use lands will be assessed both components of the assessment for Availability/Readiness and Demand for the residential structures



on those parcels only. Assessable structures on agricultural lands are also assessed. The remaining portions of exempt lands are exempt from the Assessment.

3.5 Calls for Service and Weighting Land Use ERU/Demand by Incidence

Calls for service from 2020-2022 were examined in the City. The calls for service data have insufficient detail to use for direct allocation of the Demand portion of Assessments across all types of land uses. This is due to a high proportion of calls for service which are categorized as “Other” or “Not-Specified”. In addition, there is a high proportion of calls designated “Street/Highway” which are also not directly associated with a specific land use. The incidence data does not provide sufficient detail to allocate these calls to exact specific land uses or to otherwise vacant lands. These calls may consist of directional locations, motor vehicle accidents, walk-ins at the station locations, vacant lands or other. As a way to account for these service calls, the “streets/highways”, “not specified” and “other” calls were proportionately weighted into the calls for service among calls where land use is known, allowing this service need to be reasonably represented in the incidence data. Portions of these calls were also allocated to vacant lands based on discussions with the Municipal Fire Chief. Calls designated as “street/highway” are most often caused by people traveling from one destination or land use to another. The calls incidence by land use is then weighted by “street/highway” calls and by “other/not-specified” calls to more appropriately and fairly allocate the demand portion of the Assessment to land uses which generate the demand for service. Through this weighting approach, the Demand portion of the Assessment is allocated to land uses in a way that is both reflective of calls for service, as well as the reality of the types and concentrations of land uses found specifically in the City of Clewiston. Table 5 illustrates the incidence of calls for service in the City. Table 6 illustrates the aggregated weighted calls for service percentages applied to land uses for the purposes of allocating the Demand portion of the Assessment.

Table 5 City of Clewiston – Calls for Service 2020-2022

	<i>Citywide</i>	<i>Percent</i>
Home/Residence	255	31%
Farm	2	.2%
Recreation	19	2.3%
Public Bldg. (schools, gov't)	29	3.6%
Institution*	32	3.9%
Street/Highway	300	36.9%
Service/Retail/Restaurant	99	12.2%
Industrial	14	1.7%
Lake River Ocean	9	1.1%
Other/Not Specified	54	6.6%
TOTAL	813	100%

* includes: jail, nursing home, clinic, medical/hospital

Source: Municipal Fire Reporting System, calls report profile 1134

To allocate the Demand portion of the Assessment, calls for service data is used to weight Assessment Demand amounts allocated to land uses. This is a means to allocate calls for service across land uses,



given the lack of detail and specificity in a large proportion of calls which includes “Other”, “Not Specified” and “Street/Highway” calls, while still preserving the allocation of Demand across the wider set of land uses and providing allocation to vacant lands. Among these calls, 92.5% of Street/Highway calls are allocated proportionately to non-vacant land uses and 92.5% of Other/Not Specified calls are allocated to non-vacant land uses. These distributions are based on discussion and interviews with the Municipal Fire Chief. The resulting incidence weighting is shown in Table 6. For example, in this way 56% of the Demand portion of the budget costs are allocated to residential uses and distributed across the residential ERUs.

Table 6 Weighted Incidence Calls for Allocation of Demand Across City Land Uses

	<i>Incidence</i>
Residential (All DUs)	56%
Commercial	29%
Govt' and Exempt	13%
Vacant	2%
TOTAL	100%

Source: PFM

3.6 City of Clewiston Fire/Rescue Assessment Schedule

The City Fire Assessment schedule is developed through budget analysis which apportions costs between Readiness/Availability and Demand. The budget analysis includes projected costs of operations and a 5-year capital acquisition program designed to modernize and stabilize the quality of fire/rescue protection services the County provides. Prior to this analysis the County did not maintain a consistently and regularly funded capital spending program for fire/rescue services. The capital acquisition plan includes funding for replacement of fire trucks which are obsolete or past useful life, throughout the City. It is expected the County will pay a proportionate share of the City of Clewiston capital expenditures as described by the interlocal agreement between the City and County. This is ultimately a negotiated share and will be determined at a future date, however current participation shares have been applied in this instance. Capital costs have been reflected in the budget as the annual debt service amount required to fund the identified capital needs as included. The capital plan has been provided by the Municipal Fire Chief. Both the capital plan and forecast budget was subsequently reviewed in joint conference with the Fire Chief and the City Finance Director for inclusion into the City Assessment.

Additional costs are also included in the budget amounts to compensate for lost revenues from early pay discounts, delinquent assessments and administrative costs of collection, under the uniform collection method. A small contingency/reserve fund of \$10,000 per year is also provided to help support unforeseen costs.

Availability/Readiness and Demand portions of the costs were then allocated to properties encumbered by the City for Fire/Rescue protection services. The allocations for Availability/Readiness are assigned on a per parcel basis across all real property parcels in the City. The Assessment portion for Demand is allocated on an Equivalent Residential Unit (ERU) basis, across all encumbered property in the City, according to



recent historic calls for service, weighted across land use categories. The demand portion of the assessment for Recreational Vehicle lots is discounted by 50% to reflect the high average annual vacancy among these properties. The Readiness portion of the fee associated with RV applies in full.

Certain land uses and property types are exempt from assessments. These include agricultural lands, government owned lands, special districts and non-profit institutions and religious institutions. Nevertheless, certain portions of these lands may be assessed. In particular, residential units existing on religious or agricultural lands may be assessed and are included in this analysis. Residential units associated with churches and agricultural lands were provided by the Hendry County Property Appraiser office. Other non-residential structures on agricultural lands which are not a pole barn and in excess of \$10,000 in value are assessed.

The resulting Fire Assessment schedule is the 3-year future average to be used and applicable through and including fiscal year 2025-26 is shown in Table 7. To determine the assessment for each property, the Availability/Readiness fee of \$71.19 per parcel must be added together with the Demand portions of the Assessment per land use type to arrive at the total assessment. Availability/Readiness is allocated on a per parcel basis and Demand is allocated on a per ERU basis. A residential unit is equal to 1 ERU; non-residential ERUs are determined by dividing the average single family residential unit size within the City of 1,606 square feet into the number of building square feet existing on the non-residential property; and for vacant lands 1 acre equals 1 ERU, or portion thereof.

Under this program the annual Assessment will be \$116.00 per residential unit. This consists of the Readiness fee amount of \$71.19 plus the Demand fee amount of \$44.81, totaling \$116.00 per year.

The assessment schedule takes into account increased costs for planned capital, operating and personnel costs and increased revenue generation due to projected population growth and non-residential ERU development.



Table 7 City of Clewiston 3-Year Average Assessment Schedule (through Fiscal Year 2025-26)

	Readiness		Demand	Demand	
	Parcels		ERUs	Allocation	Per ERU
SF Residential DU	1,564	56.4%	1,585	\$70,999	\$44.81
Mobile Homes DU	115	4.1%	111	\$4,964	\$44.81
Multi Family DU	135	4.9%	513	\$22,966	\$44.81
Condo	204	7.4%	200	\$8,961	\$44.81
Motor Coach/RV	72	2.6%	5	\$266	\$53.05
Retail	192	6.9%	676	\$35,871	\$53.05
Office	37	1.3%	92	\$4,877	\$53.05
Hotel	14	0.5%	128	\$6,783	\$53.05
Industrial	53	1.9%	144	\$7,665	\$53.05
Institutional	54	1.9%	206	\$5,300	\$25.76
Vacant Commercial	52	1.9%	18	\$172	\$9.56
Vacant Industrial	36	1.3%	51	\$484	\$9.56
Vacant Institutional	2	0.1%	2	\$15.21	\$9.56
Vacant Residential	84	3.0%	104	\$991	\$9.56
Government	109	3.9%	796	\$20,509	\$25.76
Misc. & Non-res. Agr.	22	0.8%	7	\$386	\$53.05
Vacant Agr.	27	1.0%	565	\$5,405	\$9.56
TOTAL – Parcels/ERUs	2,771		5,202	Total Assessment \$393, 902	
Readiness/Demand Allocation	\$197,286		\$196,616		
Readiness Fee Per Parcel	\$71.19				

Source: PFM

The cost calculations contain assumptions for the purpose of this report. Those assumptions are as follows:

- The City provided historic budget information for Fiscal Year 2019-20, 2020-21, 2021-22 and 2022-23, as well as annual projected budget costs through FY 2025-26. These data are used to calculate the annual assessable budget.
- Annual operating increases were reflected in personnel and related expenditures based on anticipated staffing levels and contract and hourly wage requirements.
- Capital requirements were developed and provided by Staff to meet anticipated Fire/Rescue equipment needs over a ten-year horizon. The first five years of capital equipment needs only were used to determine annual capital costs for principal and interest payments, assuming capital costs are financed over a 10-year horizon. A \$10,000 annual contingency fund is also established.
- “Tax Collector Fees” are included and represent reimbursement for the collection costs incurred by the Tax Collector to include the non-ad valorem assessment on the November 2023 tax bill.



Pursuant to sections 197.3632 and 192.091(2)(b), Florida Statutes, a municipal or county government shall only compensate the tax collector for the actual costs of collecting the tax assessment, not to exceed two percent of the amount of assessments collected and remitted. The applied collection charge is estimated herein not to exceed two percent.

- “Statutory Discount” is included and reflects a ninety five percent collection of the Fire/Rescue Tax Assessment to cover the four percent statutory discount allowed by the Uniform Method and one percent reserve for under collection. Accordingly, the statutory discount is budgeted at five percent of the total assessable costs.
- Tax collector fees, Statutory Discount, non-collection allowance, and Assessment Report costs represent a total of \$35,168 additional costs per year.
- **The rates recommended for adoption are the 3-year average rate schedules (see Table 7). Adopting the 3-year average rates smooths the annual rate variability as a result of examining fiscal years 2023-24, 2024-25 and 2025-26. These rates are applicable through fiscal year 2025-26. The Assessment Rate will be required to be revisited and adjusted for Fiscal Year 2026-27 to reflect changes in the annual budget and any updates to the capital cost program. Appendix 3 provides examples of selected rates for the combined Readiness plus Service components which comprises the total Assessment rate per selected land use.**

5.0 EXEMPTIONS AND IMPACT OF EXEMPTIONS

Currently, the City exempts non-profit and religious properties. Vacant agricultural lands and some governmental properties are exempt per Florida statute. Residential structures located on religious lands and on agricultural lands will receive a Fire/Rescue assessment. Non-residential structures in excess of \$10,000 in market value (other than a pole barn) located on agricultural land will receive a Fire/Rescue assessment. The creation of the City’s Fire/rescue assessment program must meet the case law standards for a valid special assessment.

When crafting exemptions, it is important that costs cannot be shifted from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption must come from a legally available external revenue source, such as the City’s general fund, such that non-exempt payers do not fund the exempt portions of the assessment through their assigned rates. Funding for Fire/Rescue service tax assessment exemptions cannot come from the proceeds derived directly from the imposition of tax assessments for Fire/rescue services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire/rescue service tax assessment to be imposed upon any other non-exempt parcels.

Whether or not the City decides to fund exemptions for Fire/Rescue service tax assessments on property owned by non-governmental entities would be based upon a determination that such exemptions constituted a valid public purpose. The importance of tax assessments on non-governmental, tax-exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) (In reciting the facts of the case on



appeal, the Court stated that the party challenging the assessment consisted of religious organizations or entities owning developed real property in Sarasota County [the Churches] that are exempt from ad valorem taxes but not from special assessments.) The funding of exemptions for non-governmentally owned property wholly exempt from ad valorem taxes could be based on a finding that such properties generally provide facilities and uses to their occupants or membership, as well as the public in general, free of charge. Such a finding would be the basis for a determination that such properties served a legitimate public purpose or provided a public benefit that merited the City's funding of an exemption from the Fire/Rescue services assessment.

Whether the City decides to charge governmental entities or fund exemptions on governmentally-owned property requires different considerations. First, a forced sale of government property is not available as an enforcement mechanism, therefore, it is not appropriate for the County to include governmental properties on the tax roll for special assessments. The charge to governmentally owned parcels would be more akin to a service fee for each government parcel's proportionate benefit from the availability and provision of Fire/Rescue services by the County. However, some governments (such as the Federal government, State government and school districts) are exempt by statute or caselaw and may not be charged by any means. For governments not exempt by statute or caselaw, the County may issue invoices. The billing would be direct and enforcement would be by judicial proceedings to require payment.

For governmentally owned property exempted by statute, caselaw or choice by the City from the Fire/Rescue services tax assessment, the City would need to fund the lost Assessment revenue for such properties. Table-8 summarizes the general fund transfer requirements for City Fire Assessments resulting from exemptions granted to religious, non-profit organizations, agricultural and governmental tax-exempt property. These revenue deficits created by exemptions are expected to be funded through a separate transfer into the Fire/Rescue budget from the City's general fund.

Table 8 Estimated Annual City General Fund Transfer Requirements⁶

Exemption Category	FY Year
Religious, Non-profit Organization	\$9,144
Vacant Institutional	\$158
Government	\$28,270
Vacant Agricultural	\$7,327
Total Transfer Requirement	\$44,898

Source: PFM

⁶ Assessments for governmental property not exempt from assessments by statute or caselaw can also be funded by invoices issued to the benefited governmental entity.



APPENDIX 1 City of Clewiston Capital Budget Plan

Fire Department	Department #	Account Number	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	TOTAL
Cascade System	5050	564000											\$ -
Command Vehicle	5050	564000											\$ -
Thermal Imaging Camera	5050	564000			\$ 8,500.00								\$ 8,500.00
Bunker Gear	5050	564000								\$ 26,400.00			\$ 26,400.00
SCBA replacements	5050	564000						\$ 34,000.00					\$ 34,000.00
Jaws of Life	5050	564000						\$ 28,000.00					\$ 28,000.00
Rescue 1	5050	564000											\$ -
Rescue 2	5050	564000					\$ 6,000.00						\$ 6,000.00
Ice Machine	5050	564000											\$ -
Brush Truck Rebuild	5050	564000								\$ 30,000.00			\$ 30,000.00
Drone	5050	564000			\$ 6,500.00								\$ 6,500.00
Radio Equipment	5050	564000	\$ 305,000.00			\$ 350,000.00							\$ 350,000.00
Rescue 2	5050	564000		\$ 600,000.00									\$ 600,000.00
Engine 8	5050	564000											\$ -
Ladder 9	5050	564000				\$ 950,000.00							\$ 950,000.00
Engine 12	5050	564000							\$ 400,000.00				\$ 400,000.00
Tanker 4	5050	564000											\$ -
Hose Replacement	5050	564000		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00			\$ 24,800.00
Rescue Boat	5050	564000						\$ 230,000.00					\$ 230,000.00
City/County Capital Need			\$ 305,000.00	\$ 606,200.00	\$ 6,500.00	\$ 364,700.00	\$ 956,000.00	\$ 264,200.00	\$ 434,000.00	\$ 62,600.00	\$ -	\$ -	\$ 2,999,200.00

City/County Capital Need City Capital Share City Annual Debt Service

Five Year Sum	\$2,238,400	\$863,064	\$106,408
Ten Year Sum	\$2,999,200	\$1,156,408	\$142,575



APPENDIX 2 Hendry County DOR Codes



Hendry County Primary Property Use Codes

Property Use/Primary Use/P-Use

prop_use_cd	property_use_desc	dor_use_code	prop_use_cd	property_use_desc	dor_use_code
0000	VACANT RESIDENTIAL	000	2000	TRANSIT TERM	020
0007	0007	000	2100	RESTAURANT	021
0070	VACANT RES W MISC XF's	000	2200	REST FAST FOOD	022
0100	SINGLE FAMILY	001	2300	FINANCIAL INSTITUIONS	023
0200	MOBILE HOME	002	2400	OFFICE INSUR	024
0300	MULTI-FAMILY 10+ UNITS	003	2500	SERVICE SHOP	025
0400	CONDOMINIUM	004	2600	SERVICE STATION	026
0401	0401	004	2700	AUTO SALES/SERV	027
0407	COMMON AREAS W/IMPROVE	004	2800	PARKING LOT	028
0410	COMMON AREAS	004	2810	MOBILE HOME & or RV PARK	028
0430	TOWNHOUSE OR VILLAS	004	2900	WHOLESALE	029
0500	COOPERATIVE	005	3000	FLORIST	030
0600	RETIREMENT HOMES	006	3100	THEATER DRIVEIN	031
0700	MISC RESIDENTIAL	007	3200	THEATER/AUDITRM	032
0740	RV CONDO MISC RESIDENTIAL	007	3300	NIGHT CLUB/BAR	033
0800	DWELLINGS 9 UNITS or Less	008	3400	BOWL/RINK/ARENA	034
0801	MULTIPLE SFR's	008	3500	TOURIST ATTRAC	035
0802	MULTIPLE MH's	008	3600	CAMPGROUND	036
0808	SFR & MH ONE OR MORE EACH	008	3610	MILITARY TRAINING FACILIT	036
0822	APPARTMENTS 5 OR MORE	008	3700	RACETRACK	037
0827	DUPLEX ONE OR MORE	008	3800	GOLF COURSE	038
0828	TRIPLEX OR QUAD 1 OR MORE	008	3900	MOTEL/HOTEL	039
0900	RES COMM AREA	009	4000	VACANT INDUS	040
1000	VACANT COMMERCIAL	010	4070	VACANT INDUS W MISC XF's	040
1070	VACANT COMM W MISC XF's	010	4100	MANUFACT LIGHT	041
1100	STORES ONE STORY	011	4200	MANUFACT HEAVY	042
1200	STORE/OFF/RES	012	4300	LUMBER YD/MILL	043
1202	BUSINESS & MH	012	4400	PACKING	044
1300	STORE DEPARTMT	013	4500	BOTTLER/CANNERY	045
1400	SUPERMARKET	014	4600	FOOD PROCESSING	046
1500	SHOP CTR REGION	015	4700	MINERAL PROC	047
1600	SHOP CTR COMMTY	016	4800	WAREHOUSE	048
1700	OFFICE 1 STORY	017	4810	AIRCRAFT HANGER	048
1800	OFFICE 2+ STY	018	4900	OPEN STORAGE	049
1900	PROFESSIONAL	019	4910	MARINA	049
1901	Day Care	019	5000	IMPROVED AGRI	050

Property Use/Primary Use/P-Use

prop_use_cd	property_use_desc	dor_use_code	prop_use_cd	property_use_desc	dor_use_code
5100	5100	051	8610	INDEPENDANT SPEC DISTR	086
5200	5200	052	8620	DRAINAGE DISTRICT	086
5300	FARMING	053	8700	STATE	087
5320	SUGAR CANE	053	8710	STATE of FL TIITF	087
5330	BIO FUEL	053	8800	FEDERAL	088
5396	FARMING CONS EAS	053	8810	FEDERAL TENANTS ASSOCATION	088
5800	TIMBERLAND	058	8900	MUNICIPAL	089
6100	PASTURE	061	8964	MUNICIPAL AG USE LEASE	089
6140	HAY	061	9000	LEASEHOLD INT	090
6200	SEMI IMPROVED PASTURE	062	9046	LEASEHOLD INT FOOD PROCES	090
6300	NATIVE PASTURE	063	9052	LEASEHOLD INT AG CANE	090
6396	PASTURE CONS EAS	063	9053	LEASEHOLD INT FARMING	090
6400	PASTURE MUCK	064	9063	LEASEHOLD INT NATIVE PAST	090
6500	6500	065	9064	LEASEHOLD INT AG HAY	090
6600	CITRUS	066	9066	LEASEHOLD INT AG CITRUS	090
6700	POUL/BEES/FISH	067	9100	UTILITY	091
6720	SWINE	067	9200	MINING OIL/GAS	092
6800	DAIRIES/FEEDLTS	068	9300	SUBSURFACE RTS	093
6900	ORN/MISC AGRI	069	9400	RIGHT-OF-WAY	094
6951	SOD FARMS	069	9500	SUBMERGED LAND	095
7000	VACANT INSTIT	070	9600	WASTE LAND	096
7100	CHURCH	071	9610	Conservation Easement	096
7200	PVT SCH/COLL	072	9700	CLASSIFIED PARK	097
7300	PVT HOSP/NUR HM	073	9800	CENTRALLY ASSD	098
7400	HOME FOR AGED	074	9900	ACRG NOT CLASSED AG	099
7500	NON-PROF/ORPHNG	075	9970	ACRG NOT CLASSED AG MISC	099
7600	MORT/CEMETERY	076			
7700	CLB/LDG/UN HALL	077			
7800	SANITARIUM	078			
7900	CULTURAL	079			
8000	WATER MGMT DIST	080			
8100	MILITARY	081			
8200	PARK/REC	082			
8300	PUBLIC SCHOOL	083			
8400	PUBLIC COLLEGE	084			
8500	PUBLIC HOSPITAL	085			
8600	COUNTY	086			



Hendry County Building Use/Improvement Codes

Building Use/Improvement Type/B-Use

imprv_type_cd	imprv_type_desc	imprv_type_cd	imprv_type_desc
0101	Single Family Residential	3900	Shopping Center-Lrg Strip
0105	Single Family Resid SOH	4000	Shopping Center-Regional
0107	SF Misc Structure	4100	Shopping Center-Exception
0120	Apartment	4200	Supermarket
0125	Apartment SOH	4300	Supermarket (Convenience)
0170	SFR Migrant Housing	4400	Hotel
0201	Single Family Modular	4500	Hotel (Resort)
0205	Single Family Modul SOH	4600	Motel (Low-rise)
0301	Single Family on pilings	4605	Motel (Low-rise) HX SOH
0305	Single Family on pil SOH	4900	Office (Low-rise)
0400	Condo	5000	Office (High-rise)
0405	Condo SOH	5200	Office (Medical)
0410	Condo	5201	Office (Low Cost Medical)
0430	Townhouse/Villa	5300	Hospital
0701	MH Converted to SFR	5400	Convalescence Home
0705	MH Converted to SFR SOH	5500	Recreation Bldg
0802	Mobile Home	5600	Restaurant/Lounge
0803	MH BLT in 1995 or NEWER	5700	Restaurant (Fast food)
0805	Mobile Home SOH	5800	Bowling Alley
0806	MH SOH BLT 1995 or NEWER	5900	Arena (Rink)
0807	Mobile Home Misc	6000	Auditorium
0809	MH Decal Blt 95 or NEWER	6100	Theatre (Enclosed)
0810	Mobile Home Decaled	6200	Bank
0811	MH TPP Blt 1995 or Newer	6300	Branch Bank
0812	MH Assessed to TPP	6400	Service Station
0813	Mobile Office	6500	Service Garage
0814	Mobile Ofc 1995 or Newer	6600	Vehicle Sales
0901	Custom Residential	6700	Service (Appliance) Shop
0905	Custom Residential SOH	6800	Mortuary
1007	Non Residential Misc	6900	Clubhouse
2200	Multi-Family (Low Rise)	6901	Clubhouse Low Cost
2300	Multi-Family (High Rise)	7100	Warehouse (Transit)
2701	Duplex	7700	Industrial Engineering
2705	Duplex SOH	7900	Post Office
2801	Triplex/Quadraplex	7901	Post Office-Res. const.
2805	Triplex/Quadraplex SOH	8000	Manufacturing (Light)
2901	Custom Multi-Family	8100	Manufacturing (Heavy)
2905	Custom Multi-Family SOH	8200	Warehouse (Distribution)
3500	Store-Retail	8300	Warehouse (Minni)
3510	Store-Apt	8400	Warehouse (Storage)
3515	Store-Apt-SOH	8600	Utility-Shell
3600	Store-Discount	8605	Utility-Shell
3700	Store-Department	8670	Utly-Shell Miscellaneous
3800	Shopping Center-Nbhd	8700	Prefab Metal Bldg (Ind)

Building Use/Improvement Type/B-Use

imprv_type_cd	imprv_type_desc	imprv_type_cd	imprv_type_desc
8705	Prefab Metal Bldg (Ind)		
8800	Prefab Metal Bldg-Retail		
8900	Industrial (Exceptional)		
9000	Public School		
9001	Public School		
9100	Church		
9101	Church-Res. construction		
9200	Private School		
9300	Government Building		
9301	Gov Bldg Res Construction		
9310	Gov Bldg Exceptional		
HBLDG	Conversion Roll History Buildings		
HMISC	Conversion Roll History Miscellaneous Structures		
MISC	Miscellaneous Comm Structures		
MISR	Miscellaneous Res Structures		
RUSA	Residential Units and Spec Assessments		



APPENDIX 3 Examples of Combined Readiness and Service Special Assessment Rates



City of Clewiston Assessment 3-Year Average Rate

	Readiness	Demand	TOTAL	Existing Rate
Single Family/MH	\$71.19	\$44.81	\$116.00	\$100.91
Motor Coach Lot	\$71.19	\$3.70	\$74.89	\$35.36
Vacant 1/4 ac parcel	\$71.19	\$2.39	\$73.58	\$35.36
Vacant 5 ac parcel	\$71.19	\$47.80	\$118.99	\$35.36
Vacant 1 ac Com/Ret parcel	\$71.19	\$9.56	\$80.75	\$35.36
Retail/Comm. 10,000 sq ft	\$71.19	\$330.26	\$401.45	\$605.48
Industrial 20,000 sq ft	\$71.19	\$660.52	\$731.71	\$807.30

Source: PFM



Table 1 East MSBU Fire Assessment Rates 2022-2023

	Readiness Parcels		Demand ERUs	Demand Allocation	Per ERU
SF Residential DU	1,209	11.3%	1,335	\$105,202	\$78.80
Mobile Homes DU	2,117	19.8%	1,977	\$155,794	\$78.80
Multi Family DU	50	0.5%	101	\$7,959	\$78.80
Condo	5	0.0%	43	\$3,389	\$78.80
Motor Coach/RV	572	5.3%	44	\$575	\$13.08
Retail	62	0.6%	259	\$3,382	\$13.08
Office	4	0.0%	96	\$1,258	\$13.08
Hotel	2	0.0%	5	\$71	\$13.08
Industrial	24	0.2%	1,156	\$15,120	\$13.08
Institutional	38	0.4%	98	\$26,114	\$266.78
Vacant Commercial	92	0.9%	85	\$18	\$0.21
Vacant Industrial	9	0.1%	439	\$92	\$0.21
Vacant Institutional	7	0.1%	1	\$0.30	\$0.21
Vacant Residential	5,078	47.5%	6,871	\$1,443	\$0.21
Govt	304	2.8%	268	\$71,496	\$266.78
Misc. & Non-res Agr.	110	1.0%	361	\$4,717	\$13.08
Vacant Agr.	1,009	9.4%	289,382	\$60,758	\$0.21
TOTAL – Parcels/ERUs	10,692		302,521		
Readiness/Demand Allocation	\$582,129		\$457,387		
Readiness Fee Per Parcel	\$54.45				

Source: PFM

Final Publication Date

4/23/2023

Ad Number

GCI1050706

Publication

Ft. Myers News Press

Market

Fort Myers

Delivery Method

Both

Number of Affidavits Needed

1

Customer Email

Kathy.Combass@clewiston-fl.gov

Customer Name

City of Clewiston

Customer Phone Number

863-983-1484, ext 105

Customer Address

115 West Ventura Avenue, Clewiston, FL
33440

Account Number (If Known)

0000006977

Name

City of Clewiston

Street

115 West Ventura Avenue

City

Clewiston

State

FL

ZIP Code

33440

Your Name

Kristi Young

Email Address

kyoung2@gannett.com

The News-Press media group

news-press.com A GANNETT COMPANY

CITY OF CLEWISTON
115 WEST VENTURA AVE
CLEWISTON, FL 33440
ATTN

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

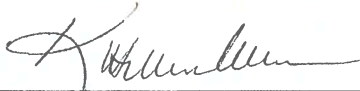
4/23/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 23rd of April, 2023



Legal Clerk



Notary Public State of Wisconsin County of Brown

1-7-28

My commission expires

Publication Cost: \$833.98
Ad No: GCI1050706
Customer No: 0000006977
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

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Industrial 20,000 sq ft	\$71.19	\$660.52	\$731.71

If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

CITY OF CLEWISTON, FLORIDA

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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Fort Myers News-Press reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Fort Myers News-Press shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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 new beginnings...

General

ADMINISTRATIVE ASSISTANT/USD
 34,091 Year/High School 6 Months exp. Adm. Asst. Adm. Secretary RES: STX CONSTRUCTION, LLC 1100 Commercial Blv Ste 120 Naples, FL 34104

Food Safety Manager Night Shift
 Cape Coral Petroleum Inc dba Cape Coral BP, Cape Coral, FL. HS+Food Safety Cert. & 2Yrs.exp.in the job offered. Alternatively, employer will accept HS+Food Safety Cert.+ any kind of manag. or executive exp. in any industry. Ask customers if they are interested in buying additional items. Be professional, friendly to customers. Prep, paperwork, handle lottery, money order & money transfer. Responsible for food safety & rotating inventory. Send R.: maishtrading@gmail.com

Great Buys
Yard Sale
 neighborhood deals...

Moving Sale
 CAPE CORAL ESTATE SALE 701 SE 21st Ave SATURDAY April 22nd, 9am-4pm Entire contents of beautiful furniture, King bedrm, kitchen full, Garage full of tools, misc. DON'T MISS IT! Pictures: [facebook.com/pebblesandstonesales](https://www.facebook.com/pebblesandstonesales)

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 All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is a violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

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 North Fort Myers, 1 bdrm, very private, \$900, Bob 239-210-1610

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 Equal Housing Opportunity. All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, national origin, handicap or familial status or an intention to make any such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is a violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

Your Source
Legals
 for the latest...

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Your Source
Legals
 for the latest...

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Vacant 1 ac Convertible parcel	\$71.19	\$9.56	\$80.75
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CITY OF CLEWISTON, FLORIDA

The City of Sanibel, a barrier-island community, is accepting applications for the following positions:

FULL-TIME OPPORTUNITIES

Benefits and Payroll Specialist
 \$52,525.42 to \$76,786.13

Engineer Intern
 \$57,909.28 to \$86,863.91

Engineering Technician
 \$50,024 to \$75,036

Fleet Maintenance Technician
 \$50,024 to \$75,036 annually

Planner
 \$57,909 to \$86,864

Police Officer/Police Officer (Out-of-State)
 Starting pay at \$57,909

Public Works Director
 \$114,656 to \$171,985 annually

Support Services Assistant
 \$41,155.04 to \$61,732.56

PART-TIME OPPORTUNITIES

Lifeguard
 \$17.09 per hour

Police Aide
 \$18.84 per hour

Recreation Services Assistant
 \$17.09 per hour

The City of Sanibel offers full-time employees highly competitive benefits including: health and dental insurance; life and AD&D insurance; long term disability; retirement plan; deferred compensation plan; vacation, medical and personal leave, 10 paid holidays; unlimited Sanibel Causeway transponder and Cape Coral bridge tolls paid, if applicable; and numerous voluntary benefits.

Positions are open until filled. Complete job descriptions for advertised positions are available online. Interested candidates can apply at <https://www.governmentjobs.com/careers/sanibel>. EOE/ADAA/M/F/V

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 best deal for you...

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WANTED
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 Southwest Florida's Largest Private Buyer. Cash Today!
 I Come To You. Call Sam 239-595-4021. NO JUNK!!!

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 Motorhomes & RV's
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 5th Wheelers, ETC
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Homes
news-press.com/homes

Employment Services

Fine Dining Server/Bartender

Seeking experienced fine dining server/bartender with prior work in luxury holiday setting, the ability to work handle a fast paced, high-end food & beverage atmosphere, proven sales and revenue production, ability to work weekends and holidays, has strong communication skills, appropriate personal presence with a desire and ability to interact effectively with members, guests and co-workers, great attention to detail. This position has ability to make fantastic quality

Employment Services

Casual Dining/Beach Server

Seeking experienced server with prior work in luxury hospitality setting, the ability to work handle a fast-paced, high-end food & beverage atmosphere, proven sales and revenue production, ability to work weekends and holidays, has strong communication skills, appropriate personal presence with a desire and ability to interact effectively with members, guests and co-workers, good attention to detail. We provide you with the ability you need to make great quality.

Employment Services

Beach Attendant

Seeking an outgoing individual to set up beach chairs and umbrellas, provide towel services to all members and guests, responsibly assist guests from hazardous lifeguarding pool, if beach is clean, be an active liaison with guest activities while ensuring safety, courteous and engage to ensure member/guests satisfaction. Must be able to lift and beach chairs up to 30 lbs, able to personally work on sand to service guests with chairs and umbrellas, able to work outdoors in various weather conditions. Responsible for completing all duties assigned by the leadership of the Club. This position has ability to make fantastic quality.

Employment Services

Food Runner/Dining Room Assistant

Seeking an outgoing individual to assist with food runner and waiter duties, maintain a positive and professional attitude, assist in food and beverage service, maintain a clean and organized dining room, able to carry food trays, able to personally work on sand to service guests with chairs and umbrellas, able to work outdoors in various weather conditions. Responsible for completing all duties assigned by the leadership of the Club. This position offers good pay and opportunity to cross train in other areas.

Employment Services

Email Resume to: youssef@theclubharbourbeach.com

INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA
COUNTY OF HENDRY

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

Public Notice

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

04/26/23

(Print Dates)

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

04/26/23, 04/27/23, 04/28/23, 04/29/23, 04/30/23, 05/01/23, 05/02/23.

05/03/23

(Website Dates)

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



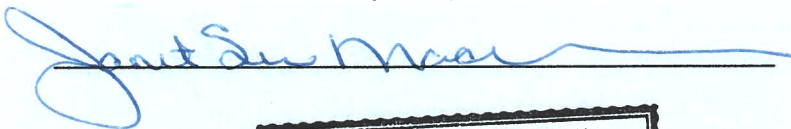
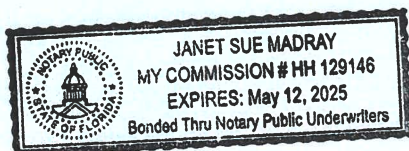
Katrina Elsken Muros

Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this


26th day of April, 2023.

(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

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CITY OF CLEWISTON, FLORIDA
594716 HEND 4/26/2023

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-040 - PUBLIC HEARING – 5:05 p.m.

1. **Background/History:** Resolution No. 2023-040 approves the adoption of the City of Clewiston Waterfront Master Plan.

The City Commission selected the preferred concept plan at the April 17, 2023 Commission Meeting. The terms of the grant agreement require project close-out be completed by June 30, 2023. The final step is to adopt the preferred plan after receiving public input. The consultant will then provide additional input and analysis of the preferred concept plan prior to final close-out of the grant.

2. **Financial Impact:** N/A
3. **Attachments:**
 - a. Resolution No. 2023-040
 - b. Waterfront Master Plan
 - c. Affidavit of Publication
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-040.

RESOLUTION NO. 2023-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE ADOPTION OF THE CITY OF CLEWISTON WATERFRONT MASTER PLAN FUNDED THROUGH THE FWC FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP).

WHEREAS, two conceptual waterfront master plans were developed based on public input, direction from the steering committee and coordination with City staff and the project team; and

WHEREAS, the City Commission selected the preferred concept plan at the April 17, 2023 Commission Meeting; and

WHEREAS, it is now necessary for the City Commission to hold a public hearing to adopt the waterfront master plan.

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

SECTION 1. The City Commission of the City of Clewiston hereby approves the adoption of the City of Clewiston Waterfront Master Plan.

PASSED AND ADOPTED in open session this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

Waterfront Master Plan – Project Update

City of Clewiston, Florida

March 1, 2023

Background

As the Waterfront Master Plan has developed, the primary study area has been further delineated to focus on the property currently under the City's control through its long-term lease with the South Florida Water Management District (SFWMD). Focusing on this area will enable the City to move forward in further refining the plan, begin pursuing funding sources, and consider initiating preliminary permitting requirements. Implementation of this plan will therefore not be dependent on any future adjacent development.

This development of this plan has been funded through the Florida Boating Improvement Program and includes specific goals that align with the City's vision for the waterfront. These include providing a safe harbor for boats during storm events, increasing water access and activity to the lake, fostering economic development by expanding access to the waterfront, programming the public use areas with festivals, events, or other activities, and to better connect to the Downtown business district.

The grant deadline for completion of this project is nearing and the project team is working to develop the remaining elements. Included in this are preliminary cost estimates, an implementation plan, and a funding strategy. To comply with the grant requirements and complete the plan, the required public comment periods must begin, along with selection of a preferred concept over the next couple of months by the City Commission which the project team will further refine. The conceptual plans to date have been developed based on previous public input, direction from the Steering Committee, and coordination with City staff and the project team.

Conceptual Waterfront Master Plans and Common Features

The two conceptual master plans include many of the same elements to provide public function and activity. In both concepts, the existing boat parking east of the bridge is slightly reconfigured and improved including multiple boat staging areas. New shade shelters, a fishing shelter, restrooms and a concession or larger pavilion area have been included. Additional enhancements include improved and new kayak or canoe launches, a waterfront promenade on the south side of the basin adjacent to Hoover Dike Road will be built, and better connectivity to the existing neighborhood will be included.

Also included in both concepts are new lookout towers planned on the dike providing views of the lake, and additional boat trailer parking along with general circulation and signage improvements. The most significant addition to the dike area is on the north side of the dike and includes parallel docks and a new kayak and canoe launch. Shade shelters and a potential concessions stand have also been incorporated into the parallel docks.

Both concepts envision major improvements west of the new bridge and are further detailed below within each concept summary. In general, these include new boat ramps, boat dockage, parking, public park and outdoor gathering / concert spaces, amphitheater, playgrounds, fit-stations, shade shelters, restrooms, large community pavilions, fishing platform, and waterfront promenade.

Additionally, both concepts incorporate walking and biking trails which extend westward beyond the developed waterfront and that provide recreational trails along with multiple large lookout stations to provide for water views.

Common Features – East of the New Bridge / Existing Area	
<ul style="list-style-type: none"> • New pathway connections and linkage to existing sidewalk along Hoover Dike Road • New and improved kayak / canoe launches • Promenade along the south side of the basin • Shade shelters (3) 	<ul style="list-style-type: none"> • New restrooms • Pavilion / Concessions / Trash collection • Reconstructed parking lot • Boat staging areas • Covered fishing platform • Trail connections to the west • New signage and landscape

Waterfront Master Plan Concept 1

The most apparent difference between the two concepts is the size of the future marina area. While both concepts seek to expand access to the water with new ramps and docking, the first concept incorporates a greater amount of non-water activity area including playground, walking paths, larger fit station area, and areas for outdoor gatherings such as concerts, festivals, food trucks or other activities.

Concept 1 Features – West of the New Bridge	
<ul style="list-style-type: none"> • Amphitheater • Restrooms • Community pavilion • Shade shelters • Meandering walking paths • Playground • Fit stations 	<ul style="list-style-type: none"> • Two new boat ramps • Boat docks (36 vessels) • Kayak and canoe storage • Kayak and canoe staging and launch area • Parking • Stabilized sod area for event use or overflow parking

Waterfront Master Plan Concept 2

This concept incorporates a much more substantial marina and overall boating experience along the canal. As shown, this incorporates a floating dock element surrounded by the water. This concept also incorporates a greater amount of parking and an expanded stabilized sod area that, if not used for events or festivals, can also support overflow parking. This concept extends further west than the first concept.

Concept 2 Features – West of the New Bridge	
<ul style="list-style-type: none">• Amphitheater• Restrooms• Waterfront community pavilion• Shade shelters• Walking paths• Playground• Fit stations	<ul style="list-style-type: none">• Pet park• Boat docks (58 vessels)• Kayak and canoe storage• Kayak and canoe staging and launch area• Parking• Central pavilion / concessions / trash• Stabilized sod area for event use or overflow parking

Next Steps:

- March 6: Commission review
- 30 Day comment period begins
- April 17: Commission review and selection of final concept and any noted revisions
- May 15: Public Hearing to adopt the Waterfront Master Plan
- Finalize grant requirements, supporting data, and package report for transmittal to DEO



View Looking Northeast

- Legend**
- 1 New Pathway Connection
 - 2 Improved Koyak Launch
 - 3 Shade Shelters
 - 4 Pavilion / Concessions / Trash
 - 5 Reconfigured Boat Parking
 - 6 Staging / Loading
 - 7 New Restrooms
 - 8 Covered Fishing Platform
 - 9 New Sidewalk
 - 10 Stabilized Sod (overflow parking, food truck, etc)
 - 11 Amphitheater / Stage
 - 12 Event Lawn
 - 13 Community Pavilion
 - 14 Playground
 - 15 Picnic Tables / Grills
 - 16 New Bridge
 - 17 New Restrooms
 - 18 Fit Stations
 - 19 New Boat Parking
 - 20 New Boat Ramps
 - 21 New Docks
 - 22 Large Overlook / Pavilion
 - 23 Storage
 - 24 Koyak / Canoe Staging
 - 25 New Koyak / Canoe Launch
 - 26 Nature Trails
 - 27 Lake Overlook Towers





City of Clewiston Waterfront Master Plan - Concept 1

February 2023





Waterfront Master Plan Concept 1 - Western Enlargement





Waterfront Master Plan Concept 1



INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA
COUNTY OF HENDRY

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

Public Notice

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

05/03/23

(Print Dates)

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

05/03/23

(Website Dates)

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

NOTICE OF PUBLIC HEARING CITY OF CLEWISTON WATERFRONT MASTER PLAN

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on May 15, 2023 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to consider the adoption of a Waterfront Master Plan.

Details of the proposed project are available for public review in the office of the City Clerk, Clewiston City Hall, 115 West Ventura Avenue, Clewiston, FL 33440, and may be reviewed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excepting legal holidays. Interested parties may appear at the meeting and be heard with respect to the proposed project. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

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

594862 HEND 5/3/2023



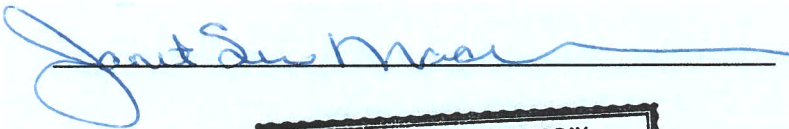
Katrina Elsken Muros

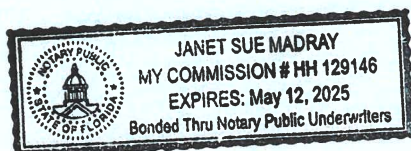
Sworn to and subscribed before me by means of

Physical Presence Online Notarization

physical presence or online notarization, this

3rd day of May, 2023.





(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: May 15, 2023

Subject: Ordinance No. 2023-04 – First Reading

- 1. Background/History:** Ordinance No. 2023-04 amends Chapter 2, Article IV Firefighters Retirement System of the Clewiston Code of Ordinances.

The Clewiston Fire Pension Board, under advisement from their actuary and attorney, have requested a text change to the definitions section of the firefighter's retirement ordinance. The board unanimously approved the requested change be pursued by the commission.

- 2. Financial Impact:** N/A
- 3. Attachments:**
 - a.** Ordinance No. 2023-04
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2023-04 on first reading and set the public hearing for June 19, 2023.

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING CHAPTER 2, ARTICLE IV FIREFIGHTERS RETIREMENT SYSTEM, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 21st, 2022, the City Commission of the City of Clewiston, Florida, adopted ordinance 2022-03 creating and establishing the Clewiston Firefighters Retirement System; and

WHEREAS, The Clewiston Fire Pension Board at the advisement of the board actuary, attorney, and FL League of Cities has requested a change to the definitions section of that ordinance in order to bring stock language from the original document into compliance with current standards and practices.

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

SECTION 1. The Clewiston Code of Ordinances, Section 2-113, Definitions, is hereby amended as follows, additions are denoted by underline, deletions are denoted by strikethrough:

Sec. 2-113. - DEFINITIONS.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Actuarial Equivalent means a benefit or amount of equal value, based upon the mortality table, which will be the unisex mortality table that is promulgated by the Commissioner of the Internal Revenue Service from time to time, for purposes of determining lump sum values pursuant to Internal Revenue Code section 417(e)(3), ~~MP-201-8 combined healthy mortality table, blended 50% male and 50% female,~~ with no projection, and an interest rate equal to seven percent (7%) per year.

SECTION 2. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on _____, 2023.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 7
Commission Meeting Date: May 15, 2023

Subject: Resolution No. 2023-041

1. **Background/History:** Resolution No. 2023-041 approves the State of Florida Department of Transportation State-Funded Grant Agreement, FPN 450849-1-54-01, in the amount of \$500,000.00 for the North Francisco Street Improvements Project. This funding is intended for the professional services for design/permitting along with construction related activities.

The funds provided under this agreement will be used for the preparation of the design plans and necessary permitting services, along with funding construction services for the North Francisco Street Improvements Project. This action encumbers the funding within the required timeframe established by the state.

2. **Financial Impact:** \$500,000.00
3. **Attachments:**
 - a. Resolution No. 2023-041
 - b. FDOT State-Funded Grant Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-041.

RESOLUTION 2023-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE STATE-FUNDED GRANT AGREEMENT, FPN 450849-1-54-01 FOR THE NORTH FRANCISCO STREET IMPROVEMENTS PROJECT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, WHICH AGREEMENT PROVIDES FUNDING FOR THE DESIGN, CONSTRUCTION, AND CEI FOR NORTH FRANCISCO STREET IMPROVEMENTS WITHIN THE CITY OF CLEWISTON; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Clewiston desires to provide improvements to North Francisco Street; and

WHEREAS, FDOT desires to provide funding for the design, construction, and CEI for improvements to North Francisco Street; and

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

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

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

SECTION 1. The City Commission of the City of Clewiston hereby authorizes its Mayor to execute the State of Florida, Department of Transportation State-Funded Grant Agreement to provide funding for the design, construction, and CEI for North Francisco Street Improvements (“Agreement”), which Agreement is attached hereto.

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

PASSED and ADOPTED by the City Commission of the City of Clewiston this 15th day of May, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**By: _____
Dylan J. Brandenburg, City Attorney**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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FPN: <u>450849-1-54-01</u>	Fund: <u>GR23</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>07- Hendry County</u>	Contract No: _____	Vendor No: <u>F596000291014</u>

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

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Specific Appropriation 1988A of Chapter 2022-156, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

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

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

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$500,000.00 (Five Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000.00 (Five Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

8. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
- If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

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

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

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

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

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

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

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

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

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

shall

shall not

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

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

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

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

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

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

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

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

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

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

15. Miscellaneous:

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

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

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

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g. Exhibit and Attachment List

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

*Additional Exhibit(s): _____

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

The remainder of this page intentionally left blank.

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

RECIPIENT City of Clewiston

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450849-1-54-01

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

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: 0.421

PROJECT DESCRIPTION: North Francisco Street Improvements

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Clewiston in connection with the design, construction, and CEI of streetscape, lighting, and pedestrian enhancements along North Francisco Street. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for the City to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements.

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

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

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

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

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

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

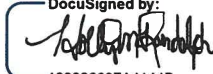
EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Clewiston 115 W Ventura Avenue Clewiston, FL 33440		FINANCIAL PROJECT NUMBER: 450849-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (GR23)	\$500,000.00	\$	\$500,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022/2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$500,000.00 %	\$ 0.00 %	\$500,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$500,000.00	\$ 0.00	\$500,000.00	

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

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

Holly Randolph
 District Grant Manager Name

DocuSigned by:
 04/12/2023 | 12:11 PM EDT
 133036607A144E

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: North Francisco Street Improvements

FPID#: 450849-1-54-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Local Transportation Projects, (CSFA 55.039)

***Award Amount:** \$500,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 15, 2023**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	ACTION	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	ACTION	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
3	1.27.20	ACTION	Storm Shutters Ordinance Review		Workshop December 2022	X	Ordinance approved 2/20/2023
4	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	ACTION	US 27 Corridor Ordinance Review		Workshops June, July & August 2022	X	Ordinance approved 10/17/2022
6	2.17.20	ACTION	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
7	4.20.20	ACTION	Review water and sewer rates for “Out of City” and “Out of County” customers including bulk customers	X	Workshop TBD 2023		(following legislative session)
8	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 2023		
9	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 15, 2023**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	7.20.20	AGENDA	Outstanding Liens (particularly for non-homestead properties)		March 28, 2022	X	Monitoring and reporting will continue
11	7.20.20	AGENDA	Review Berner Road and Other Stop Sign Locations			X	
12	7.20.20	ACTION	Discussion Regarding Old Police Dept. Building – evaluate options		Workshop March 28, 2022		Evaluation/ recommendation on options
13	9.21.20	ACTION	Ordinance modifying discharge monitoring and requirements re stormwater pollutants			X	Final reading approved 11/16/2020
14	10.19.20	ACTION	Resolution amending Appendix A – Tax and Fee Schedule, Sec 19 – Monthly Garbage Rates			X	Approved 11/16/2020
15	10.19.20	AGENDA	Repository for engineering information and other documentation – centralized database process			X	Completed 2022
16	11.16.20	AGENDA	Administrative Review of extra solid waste pickup process & fees			X	Implemented changes 2022
17	11.16.20	AGENDA	Analysis of City Buildings/Uses	X	Workshop TBD 2023		2022 review completed
18	12.21.20	AGENDA	Update Personnel Policy Manual (including vehicle take home and non-employee passengers) and Social Media Policy (DRAFT)	X	Workshop May 2023		Draft Review

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 15, 2023**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
19	12.21.20	AGENDA	Recreation Facility Naming	X	Workshop March 28, 2022		Policy Direction
20	02.15.20	AGENDA	Workshop to discuss Police Department, Animal Control, Budget, PSAP Interlocal Agreement & Reporting		May 3, 2021 & March 21, 2022	X X	PSAP ILA adopted
21	08.16.21	AGENDA	Discussion regarding COVID-19 implications of indoor rentals		September 20, 2021	X	
22	10.18.21	AGENDA	Review on storage building adjacent to Fire station and EMS	X			Admin review underway
23	10.18.21 11.29.21	AGENDA	Country Club Lease Agreement Discussion (job costing for building and other leased buildings) Rent vs. Expense Report		Workshop March 28, 2022		Discussed at 11/29/21 & 3/28/22 Workshops
24	10.18.21	AGENDA	Discussion of City Administrative Organizational Changes		November 29, 2021 Workshop	X	Approved 12/20/21
25	2.21.22	AGENDA	Replace cast iron water lines	X	Workshop May 2023		Element of Master Plan
26	2.21.22	AGENDA	City Manager fill Recreation Director Position			X	
27	4.18.22	AGENDA	Documents to create a Parks & Recreation Advisory Board		June 23, 2022 Meeting	X	Adopted

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 15, 2023**

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



Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 30 - Property taxes						
	2,016,018.00	2,016,018.00	86,548.03	1,831,838.56	-184,179.44	90.86 %
Category: 30 - Property taxes Total:	2,016,018.00	2,016,018.00	86,548.03	1,831,838.56	-184,179.44	90.86 %
Category: 31 - Other taxes						
	1,910,752.00	1,910,752.00	171,725.45	1,087,105.76	-823,646.24	56.89 %
Category: 31 - Other taxes Total:	1,910,752.00	1,910,752.00	171,725.45	1,087,105.76	-823,646.24	56.89 %
Category: 32 - Licenses and Permits						
	107,825.00	107,825.00	3,356.67	53,540.85	-54,284.15	49.66 %
Category: 32 - Licenses and Permits Total:	107,825.00	107,825.00	3,356.67	53,540.85	-54,284.15	49.66 %
Category: 33 - Intergovernmental Revenue						
	2,009,267.00	2,009,267.00	309,705.19	1,336,797.50	-672,469.50	66.53 %
Category: 33 - Intergovernmental Revenue Total:	2,009,267.00	2,009,267.00	309,705.19	1,336,797.50	-672,469.50	66.53 %
Category: 34 - Charges for Services						
	1,482,317.00	1,482,317.00	116,959.00	946,664.77	-535,652.23	63.86 %
Category: 34 - Charges for Services Total:	1,482,317.00	1,482,317.00	116,959.00	946,664.77	-535,652.23	63.86 %
Category: 35 - Fines and Forfeitures						
	21,900.00	21,900.00	1,383.66	18,687.37	-3,212.63	85.33 %
Category: 35 - Fines and Forfeitures Total:	21,900.00	21,900.00	1,383.66	18,687.37	-3,212.63	85.33 %
Category: 36 - Misc. Revenue						
	209,813.00	209,813.00	12,393.98	334,963.50	125,150.50	159.65 %
Category: 36 - Misc. Revenue Total:	209,813.00	209,813.00	12,393.98	334,963.50	125,150.50	159.65 %
Category: 38 - Non-operating Sources (Uses)						
	19,740.00	19,740.00	0.00	0.00	-19,740.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	19,740.00	19,740.00	0.00	0.00	-19,740.00	0.00 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,637,502.00	1,637,502.00	136,457.00	955,199.00	-682,303.00	58.33 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	1,637,502.00	1,637,502.00	136,457.00	955,199.00	-682,303.00	58.33 %
Category: 40 - CASH FORWARD						
	4,617,115.00	4,617,115.00	0.00	0.00	-4,617,115.00	0.00 %
Category: 40 - CASH FORWARD Total:	4,617,115.00	4,617,115.00	0.00	0.00	-4,617,115.00	0.00 %
Revenue Total:	14,032,249.00	14,032,249.00	838,528.98	6,564,797.31	-7,467,451.69	46.78 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 10 - General government						
1011 - City Commission	339,261.00	339,261.00	10,419.75	92,751.58	246,509.42	27.34 %
1012 - City Manager	374,926.00	374,926.00	24,300.25	191,824.62	183,101.38	51.16 %
1020 - General Government	3,860,287.00	4,334,383.00	27,528.98	332,040.90	4,002,342.10	7.66 %
1031 - Finance Department	389,423.00	389,423.00	21,374.05	174,128.63	215,294.37	44.71 %
7070 - Public Works Administration	322,607.00	322,607.00	25,577.91	186,342.15	136,264.85	57.76 %
7071 - Central Garage	210,621.00	210,621.00	10,005.30	59,785.83	150,835.17	28.39 %
7077 - Stormwater Projects	35,000.00	35,000.00	0.00	13,428.75	21,571.25	38.37 %
Category: 10 - General government Total:	5,532,125.00	6,006,221.00	119,206.24	1,050,302.46	4,955,918.54	17.49 %
Category: 51 - Personal Services						
8081 - Rec. - Buildings & Structures	0.00	0.00	891.00	2,453.00	-2,453.00	0.00 %
8082 - Sugarland Sports Complex	0.00	0.00	0.00	1,049.78	-1,049.78	0.00 %
Category: 51 - Personal Services Total:	0.00	0.00	891.00	3,502.78	-3,502.78	0.00 %
Category: 52 - Public safety						
1075 - Protective Services	293,337.00	293,337.00	15,785.88	123,889.48	169,447.52	42.23 %
1079 - Community Improvement	183,197.00	183,197.00	9,431.75	73,885.25	109,311.75	40.33 %
4040 - Police Department	2,458,281.00	2,458,281.00	195,362.99	1,417,572.74	1,040,708.26	57.67 %
4043 - Bullet Proof Vest Program	0.00	0.00	0.00	1,300.00	-1,300.00	0.00 %
4063 - FDLE 8C151	0.00	0.00	-385.00	15,523.42	-15,523.42	0.00 %
5050 - Fire Department	753,488.00	753,488.00	47,407.40	336,110.32	417,377.68	44.61 %
Category: 52 - Public safety Total:	3,688,303.00	3,688,303.00	267,603.02	1,968,281.21	1,720,021.79	53.37 %
Category: 54 - Transportation						
5050 - Fire Department	0.00	0.00	0.00	2,106.34	-2,106.34	0.00 %
7073 - Streets & Sidewalks	1,422,361.00	948,265.00	34,082.29	349,460.67	598,804.33	36.85 %
7074 - FDOT Projects	0.00	0.00	367,853.77	1,630,685.79	-1,630,685.79	0.00 %
7075 - Community Landscaping Improvements	0.00	0.00	583.60	4,338.40	-4,338.40	0.00 %
7078 - Street Lighting	96,300.00	96,300.00	51.75	22,661.47	73,638.53	23.53 %
Category: 54 - Transportation Total:	1,518,661.00	1,044,565.00	402,571.41	2,009,252.67	-964,687.67	192.35 %
Category: 55 - Physical Environment						
7076 - Mosquito Control	419,000.00	419,000.00	6,336.46	147,062.37	271,937.63	35.10 %
Category: 55 - Physical Environment Total:	419,000.00	419,000.00	6,336.46	147,062.37	271,937.63	35.10 %
Category: 56 - Economic Environment						
1076 - Economic Development	0.00	0.00	0.00	882.50	-882.50	0.00 %
8083 - C. S. Mott Pool & Splash Pad	0.00	0.00	32,225.00	91,500.00	-91,500.00	0.00 %
Category: 56 - Economic Environment Total:	0.00	0.00	32,225.00	92,382.50	-92,382.50	0.00 %
Category: 57 - Culture and recreation						
6060 - Library	500,207.00	500,207.00	21,739.33	183,765.11	316,441.89	36.74 %
8080 - Rec. - Admin. & Parks	366,994.00	366,994.00	26,132.12	185,845.42	181,148.58	50.64 %
8081 - Rec. - Buildings & Structures	270,928.00	270,928.00	15,977.69	55,031.16	215,896.84	20.31 %
8082 - Sugarland Sports Complex	299,094.00	299,094.00	12,452.89	158,947.64	140,146.36	53.14 %
8083 - C. S. Mott Pool & Splash Pad	56,005.00	56,005.00	1,104.78	6,924.72	49,080.28	12.36 %
8084 - John Boy Auditorium	119,260.00	119,260.00	3,358.03	53,481.52	65,778.48	44.84 %
8086 - Rec. - Golf Course	971,946.00	971,946.00	58,478.82	508,981.38	462,964.62	52.37 %
Category: 57 - Culture and recreation Total:	2,584,434.00	2,584,434.00	139,243.66	1,152,976.95	1,431,457.05	44.61 %
Category: 58 - Human Services						
4074 - Animal Control	225,769.00	225,769.00	17,748.91	119,890.14	105,878.86	53.10 %
Category: 58 - Human Services Total:	225,769.00	225,769.00	17,748.91	119,890.14	105,878.86	53.10 %
Category: 88 - Principal Retirement						
1011 - City Commission	3,063.00	3,063.00	253.61	1,772.87	1,290.13	57.88 %
1012 - City Manager	6,125.00	6,125.00	507.21	3,545.70	2,579.30	57.89 %
7073 - Streets & Sidewalks	2,450.00	2,450.00	202.89	1,418.30	1,031.70	57.89 %
8086 - Rec. - Golf Course	49,611.00	49,611.00	4,108.36	28,720.01	20,890.99	57.89 %
Category: 88 - Principal Retirement Total:	61,249.00	61,249.00	5,072.07	35,456.88	25,792.12	57.89 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 89 - Interest						
1011 - City Commission	136.00	136.00	12.84	92.31	43.69	67.88 %
1012 - City Manager	272.00	272.00	25.71	184.73	87.27	67.92 %
7073 - Streets & Sidewalks	109.00	109.00	10.28	73.88	35.12	67.78 %
8086 - Rec. - Golf Course	2,191.00	2,191.00	208.28	1,496.46	694.54	68.30 %
Category: 89 - Interest Total:	2,708.00	2,708.00	257.11	1,847.38	860.62	68.22 %
Expense Total:	14,032,249.00	14,032,249.00	991,154.88	6,580,955.34	7,451,293.66	46.90 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-152,625.90	-16,158.03	-16,158.03	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - CLEW REDEV AGENCY						
Revenue						
Category: 33 - Intergovernmental Revenue						
	280,194.00	280,194.00	0.00	145,940.67	-134,253.33	52.09 %
Category: 33 - Intergovernmental Revenue Total:	280,194.00	280,194.00	0.00	145,940.67	-134,253.33	52.09 %
Category: 36 - Misc. Revenue						
	500.00	500.00	1.79	10.15	-489.85	2.03 %
Category: 36 - Misc. Revenue Total:	500.00	500.00	1.79	10.15	-489.85	2.03 %
Category: 38 - Non-operating Sources (Uses)						
	171,820.00	171,820.00	0.00	0.00	-171,820.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	171,820.00	171,820.00	0.00	0.00	-171,820.00	0.00 %
Revenue Total:	452,514.00	452,514.00	1.79	145,950.82	-306,563.18	32.25 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Category: 56 - Economic Environment Total:	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Expense Total:	452,514.00	452,514.00	0.00	0.00	452,514.00	0.00 %
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	0.00	0.00	1.79	145,950.82	145,950.82	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - CLEW REDEV AGENCY EXP						
Revenue						
Category: 33 - Intergovernmental Revenue						
	93,523.00	93,523.00	0.00	48,712.41	-44,810.59	52.09 %
Category: 33 - Intergovernmental Revenue Total:	93,523.00	93,523.00	0.00	48,712.41	-44,810.59	52.09 %
Category: 36 - Misc. Revenue						
	500.00	500.00	459.78	3,211.98	2,711.98	642.40 %
Category: 36 - Misc. Revenue Total:	500.00	500.00	459.78	3,211.98	2,711.98	642.40 %
Category: 38 - Non-operating Sources (Uses)						
	164,212.00	164,212.00	0.00	0.00	-164,212.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	164,212.00	164,212.00	0.00	0.00	-164,212.00	0.00 %
Revenue Total:	258,235.00	258,235.00	459.78	51,924.39	-206,310.61	20.11 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Category: 56 - Economic Environment Total:	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Expense Total:	258,235.00	258,235.00	0.00	0.00	258,235.00	0.00 %
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	0.00	0.00	459.78	51,924.39	51,924.39	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - GRANTS						
Revenue						
Category: 33 - Intergovernmental Revenue						
	288,764.00	288,764.00	0.00	114,127.68	-174,636.32	39.52 %
Category: 33 - Intergovernmental Revenue Total:	288,764.00	288,764.00	0.00	114,127.68	-174,636.32	39.52 %
Category: 36 - Misc. Revenue						
	300.00	300.00	44.08	390.13	90.13	130.04 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	44.08	390.13	90.13	130.04 %
Revenue Total:	289,064.00	289,064.00	44.08	114,517.81	-174,546.19	39.62 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
6061 - Library State Aide	0.00	0.00	0.00	9,167.60	-9,167.60	0.00 %
Category: 56 - Economic Environment Total:	0.00	0.00	0.00	9,167.60	-9,167.60	0.00 %
Category: 57 - Culture and recreation						
6061 - Library State Aide	289,064.00	289,064.00	5,733.55	62,991.15	226,072.85	21.79 %
Category: 57 - Culture and recreation Total:	289,064.00	289,064.00	5,733.55	62,991.15	226,072.85	21.79 %
Expense Total:	289,064.00	289,064.00	5,733.55	72,158.75	216,905.25	24.96 %
Fund: 120 - GRANTS Surplus (Deficit):	0.00	0.00	-5,689.47	42,359.06	42,359.06	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
Revenue						
Category: 34 - Charges for Services						
	14,236,669.00	14,236,669.00	1,144,290.51	8,248,017.09	-5,988,651.91	57.94 %
Category: 34 - Charges for Services Total:	14,236,669.00	14,236,669.00	1,144,290.51	8,248,017.09	-5,988,651.91	57.94 %
Category: 36 - Misc. Revenue						
	116,136.00	116,136.00	9,922.80	69,228.50	-46,907.50	59.61 %
Category: 36 - Misc. Revenue Total:	116,136.00	116,136.00	9,922.80	69,228.50	-46,907.50	59.61 %
Category: 38 - Non-operating Sources (Uses)						
	8,255,046.00	8,255,046.00	4,955.07	38,871.62	-8,216,174.38	0.47 %
Category: 38 - Non-operating Sources (Uses) Total:	8,255,046.00	8,255,046.00	4,955.07	38,871.62	-8,216,174.38	0.47 %
Revenue Total:	22,607,851.00	22,607,851.00	1,159,168.38	8,356,117.21	-14,251,733.79	36.96 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 49 - Electricity Purchased						
2030 - Customer Records	10,322,094.00	10,322,094.00	656,376.73	5,669,027.38	4,653,066.62	54.92 %
Category: 49 - Electricity Purchased Total:	10,322,094.00	10,322,094.00	656,376.73	5,669,027.38	4,653,066.62	54.92 %
Category: 51 - Personal Services						
2009 - Electric Transmission	61,293.00	61,293.00	4,299.55	33,503.68	27,789.32	54.66 %
2010 - Electric Distribution	545,580.00	545,580.00	38,691.17	301,500.67	244,079.33	55.26 %
2015 - Purchasing / Warehouse	48,510.00	48,510.00	3,728.60	28,777.81	19,732.19	59.32 %
2025 - Electric Meter Reading	47,600.00	47,600.00	3,576.67	26,268.37	21,331.63	55.19 %
2030 - Customer Records	370,198.00	370,198.00	26,811.21	205,259.05	164,938.95	55.45 %
Category: 51 - Personal Services Total:	1,073,181.00	1,073,181.00	77,107.20	595,309.58	477,871.42	55.47 %
Category: 53 - Contractual Services						
2010 - Electric Distribution	140,000.00	140,000.00	595.94	5,743.08	134,256.92	4.10 %
2015 - Purchasing / Warehouse	4,200.00	4,200.00	0.00	3,786.75	413.25	90.16 %
2025 - Electric Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
2030 - Customer Records	216,525.00	216,525.00	10,728.00	87,873.55	128,651.45	40.58 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	3,800.00	11,200.00	25.33 %
Category: 53 - Contractual Services Total:	414,225.00	414,225.00	11,323.94	101,203.38	313,021.62	24.43 %
Category: 54 - Transportation						
2025 - Electric Meter Reading	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
2030 - Customer Records	0.00	0.00	0.00	112,774.80	-112,774.80	0.00 %
Category: 54 - Transportation Total:	4,000.00	4,000.00	0.00	112,774.80	-108,774.80	2,819.37 %
Category: 59 - Other Uses / Transfers						
2045 - Miscellaneous Expenses	6,680,288.00	6,680,288.00	0.00	0.00	6,680,288.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	6,680,288.00	6,680,288.00	0.00	0.00	6,680,288.00	0.00 %
Category: 71 - Operating Expenses						
2009 - Electric Transmission	1,150.00	1,150.00	5.68	14.86	1,135.14	1.29 %
2010 - Electric Distribution	60,000.00	60,000.00	2,274.25	20,164.46	39,835.54	33.61 %
2015 - Purchasing / Warehouse	3,700.00	3,700.00	246.44	1,448.04	2,251.96	39.14 %
2025 - Electric Meter Reading	2,850.00	2,850.00	88.43	1,322.79	1,527.21	46.41 %
2030 - Customer Records	87,500.00	87,500.00	5,215.42	80,661.70	6,838.30	92.18 %
Category: 71 - Operating Expenses Total:	155,200.00	155,200.00	7,830.22	103,611.85	51,588.15	66.76 %
Category: 72 - Utilities						
2009 - Electric Transmission	750.00	750.00	18.81	193.44	556.56	25.79 %
2010 - Electric Distribution	15,500.00	15,500.00	361.71	7,064.86	8,435.14	45.58 %
2015 - Purchasing / Warehouse	7,100.00	7,100.00	52.51	2,700.30	4,399.70	38.03 %
2030 - Customer Records	10,000.00	10,000.00	307.11	4,280.43	5,719.57	42.80 %
2045 - Miscellaneous Expenses	50,000.00	50,000.00	451.80	14,122.79	35,877.21	28.25 %
Category: 72 - Utilities Total:	83,350.00	83,350.00	1,191.94	28,361.82	54,988.18	34.03 %
Category: 73 - Insurance						
2009 - Electric Transmission	5,509.00	5,509.00	459.00	3,213.00	2,296.00	58.32 %
2010 - Electric Distribution	49,608.00	49,608.00	4,134.00	28,938.00	20,670.00	58.33 %
2015 - Purchasing / Warehouse	1,199.00	1,199.00	100.00	700.00	499.00	58.38 %
2025 - Electric Meter Reading	3,759.00	3,759.00	313.00	2,191.00	1,568.00	58.29 %
2030 - Customer Records	4,855.00	4,855.00	405.00	2,835.00	2,020.00	58.39 %
Category: 73 - Insurance Total:	64,930.00	64,930.00	5,411.00	37,877.00	27,053.00	58.34 %
Category: 74 - Repairs and maintenance						
2009 - Electric Transmission	60,500.00	60,500.00	0.00	0.00	60,500.00	0.00 %
2010 - Electric Distribution	240,000.00	240,000.00	9,164.98	178,325.69	61,674.31	74.30 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	121.47	8,647.52	6,377.48	57.55 %
2025 - Electric Meter Reading	8,500.00	8,500.00	0.00	2,698.79	5,801.21	31.75 %
2030 - Customer Records	12,000.00	12,000.00	810.08	8,013.73	3,986.27	66.78 %
Category: 74 - Repairs and maintenance Total:	336,025.00	336,025.00	10,096.53	197,685.73	138,339.27	58.83 %
Category: 76 - Miscellaneous						
2010 - Electric Distribution	12,200.00	12,200.00	63.05	244.01	11,955.99	2.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2015 - Purchasing / Warehouse	50.00	50.00	0.00	0.00	50.00	0.00 %
2025 - Electric Meter Reading	100.00	100.00	0.00	2.41	97.59	2.41 %
2030 - Customer Records	50,450.00	50,450.00	788.00	39,068.00	11,382.00	77.44 %
2045 - Miscellaneous Expenses	1,500.00	1,500.00	0.00	774.01	725.99	51.60 %
Category: 76 - Miscellaneous Total:	64,300.00	64,300.00	851.05	40,088.43	24,211.57	62.35 %
Category: 77 - Bad Debts						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 77 - Bad Debts Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 82 - Construction in progress						
2025 - Electric Meter Reading	1,079,000.00	1,079,000.00	14,021.62	61,732.93	1,017,267.07	5.72 %
Category: 82 - Construction in progress Total:	1,079,000.00	1,079,000.00	14,021.62	61,732.93	1,017,267.07	5.72 %
Category: 88 - Principal Retirement						
2045 - Miscellaneous Expenses	80,027.00	80,027.00	0.00	40,189.39	39,837.61	50.22 %
Category: 88 - Principal Retirement Total:	80,027.00	80,027.00	0.00	40,189.39	39,837.61	50.22 %
Category: 89 - Interest						
2045 - Miscellaneous Expenses	22,845.00	22,845.00	0.00	11,246.06	11,598.94	49.23 %
Category: 89 - Interest Total:	22,845.00	22,845.00	0.00	11,246.06	11,598.94	49.23 %
Category: 91 - Capital outlay						
2009 - Electric Transmission	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00 %
2010 - Electric Distribution	742,250.00	742,250.00	26,629.98	120,096.21	622,153.79	16.18 %
2015 - Purchasing / Warehouse	41,675.00	41,675.00	0.00	18,081.89	23,593.11	43.39 %
2025 - Electric Meter Reading	0.00	0.00	0.00	3,527.08	-3,527.08	0.00 %
2030 - Customer Records	118,750.00	118,750.00	0.00	0.00	118,750.00	0.00 %
Category: 91 - Capital outlay Total:	1,042,675.00	1,042,675.00	26,629.98	141,705.18	900,969.82	13.59 %
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	1,135,711.00	1,135,711.00	94,642.00	662,494.00	473,217.00	58.33 %
Category: 93 - Operating transfers - out Total:	1,135,711.00	1,135,711.00	94,642.00	662,494.00	473,217.00	58.33 %
Expense Total:	22,607,851.00	22,607,851.00	905,482.21	7,803,307.53	14,804,543.47	34.52 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	253,686.17	552,809.68	552,809.68	0.00 %

Budget Report

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Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Revenue						
Category: 32 - Licenses and Permits						
	82,045.00	82,045.00	4,768.67	70,240.18	-11,804.82	85.61 %
Category: 32 - Licenses and Permits Total:	82,045.00	82,045.00	4,768.67	70,240.18	-11,804.82	85.61 %
Category: 33 - Intergovernmental Revenue						
	1,470,526.00	1,470,526.00	0.00	507,602.84	-962,923.16	34.52 %
Category: 33 - Intergovernmental Revenue Total:	1,470,526.00	1,470,526.00	0.00	507,602.84	-962,923.16	34.52 %
Category: 34 - Charges for Services						
	4,327,488.00	4,327,488.00	392,367.29	2,559,891.91	-1,767,596.09	59.15 %
Category: 34 - Charges for Services Total:	4,327,488.00	4,327,488.00	392,367.29	2,559,891.91	-1,767,596.09	59.15 %
Category: 36 - Misc. Revenue						
	36,900.00	36,900.00	17,683.34	120,320.68	83,420.68	326.07 %
Category: 36 - Misc. Revenue Total:	36,900.00	36,900.00	17,683.34	120,320.68	83,420.68	326.07 %
Category: 38 - Non-operating Sources (Uses)						
	1,528,023.00	1,528,023.00	0.00	0.00	-1,528,023.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	1,528,023.00	1,528,023.00	0.00	0.00	-1,528,023.00	0.00 %
Revenue Total:	7,444,982.00	7,444,982.00	414,819.30	3,258,055.61	-4,186,926.39	43.76 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
3005 - Water Treatment Plant	229,561.00	229,561.00	16,599.86	127,863.98	101,697.02	55.70 %
3010 - Trans / Distribution	84,935.00	84,935.00	7,088.82	60,458.76	24,476.24	71.18 %
3025 - Water Meter Reading	73,262.00	73,262.00	3,726.91	37,497.49	35,764.51	51.18 %
3042 - Water / Sewer Administ.	155,762.00	155,762.00	10,989.35	82,405.30	73,356.70	52.90 %
3052 - Sewer Treatment Plant	225,748.00	225,748.00	14,506.82	104,434.20	121,313.80	46.26 %
3062 - Sewer Trans / Collection	184,482.00	184,482.00	11,602.40	76,936.19	107,545.81	41.70 %
Category: 51 - Personal Services Total:	953,750.00	953,750.00	64,514.16	489,595.92	464,154.08	51.33 %
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	86,000.00	86,000.00	2,360.40	19,908.83	66,091.17	23.15 %
3010 - Trans / Distribution	10,000.00	10,000.00	1,010.00	2,895.00	7,105.00	28.95 %
3025 - Water Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
3042 - Water / Sewer Administ.	202,493.00	202,493.00	15,699.00	114,187.88	88,305.12	56.39 %
3052 - Sewer Treatment Plant	215,000.00	215,000.00	21,857.06	130,755.86	84,244.14	60.82 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	0.00	787.50	23,212.50	3.28 %
Category: 53 - Contractual Services Total:	575,993.00	575,993.00	40,926.46	268,535.07	307,457.93	46.62 %
Category: 57 - Culture and recreation						
3080 - Debt Service	16,253.00	16,253.00	0.00	0.00	16,253.00	0.00 %
Category: 57 - Culture and recreation Total:	16,253.00	16,253.00	0.00	0.00	16,253.00	0.00 %
Category: 59 - Other Uses / Transfers						
3005 - Water Treatment Plant	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
3042 - Water / Sewer Administ.	1,830,647.00	1,830,647.00	28,811.00	201,677.00	1,628,970.00	11.02 %
Category: 59 - Other Uses / Transfers Total:	1,840,647.00	1,840,647.00	28,811.00	201,677.00	1,638,970.00	10.96 %
Category: 71 - Operating Expenses						
3005 - Water Treatment Plant	135,500.00	135,500.00	24,755.51	86,998.44	48,501.56	64.21 %
3010 - Trans / Distribution	19,900.00	19,900.00	1,073.84	10,574.62	9,325.38	53.14 %
3025 - Water Meter Reading	1,600.00	1,600.00	0.00	295.50	1,304.50	18.47 %
3042 - Water / Sewer Administ.	14,000.00	14,000.00	30.00	12,219.13	1,780.87	87.28 %
3052 - Sewer Treatment Plant	67,500.00	67,500.00	7,937.12	46,488.56	21,011.44	68.87 %
3062 - Sewer Trans / Collection	21,000.00	21,000.00	588.15	8,340.13	12,659.87	39.71 %
Category: 71 - Operating Expenses Total:	259,500.00	259,500.00	34,384.62	164,916.38	94,583.62	63.55 %
Category: 72 - Utilities						
3005 - Water Treatment Plant	414,000.00	414,000.00	107.53	152,552.09	261,447.91	36.85 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	113,500.00	113,500.00	-171.57	62,943.81	50,556.19	55.46 %
3062 - Sewer Trans / Collection	102,500.00	102,500.00	539.73	43,795.18	58,704.82	42.73 %
Category: 72 - Utilities Total:	630,600.00	630,600.00	475.69	259,291.08	371,308.92	41.12 %
Category: 73 - Insurance						
3005 - Water Treatment Plant	14,346.00	14,346.00	1,195.00	8,365.00	5,981.00	58.31 %
3010 - Trans / Distribution	14,994.00	14,994.00	1,249.00	8,743.00	6,251.00	58.31 %
3025 - Water Meter Reading	1,483.00	1,483.00	124.00	868.00	615.00	58.53 %
3052 - Sewer Treatment Plant	12,128.00	12,128.00	1,011.00	7,077.00	5,051.00	58.35 %
3062 - Sewer Trans / Collection	7,431.00	7,431.00	619.00	4,333.00	3,098.00	58.31 %
Category: 73 - Insurance Total:	50,382.00	50,382.00	4,198.00	29,386.00	20,996.00	58.33 %
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	140,927.00	140,927.00	0.00	47,667.47	93,259.53	33.82 %
3010 - Trans / Distribution	85,500.00	85,500.00	5,086.30	78,408.29	7,091.71	91.71 %
3025 - Water Meter Reading	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
3042 - Water / Sewer Administ.	200.00	200.00	0.00	0.00	200.00	0.00 %
3052 - Sewer Treatment Plant	108,000.00	108,000.00	9,333.21	67,815.16	40,184.84	62.79 %
3062 - Sewer Trans / Collection	170,000.00	170,000.00	4,951.95	86,526.93	83,473.07	50.90 %
Category: 74 - Repairs and maintenance Total:	507,627.00	507,627.00	19,371.46	280,417.85	227,209.15	55.24 %
Category: 76 - Miscellaneous						
3005 - Water Treatment Plant	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	184.71	493.71	-243.71	197.48 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3042 - Water / Sewer Administr.	6,700.00	6,700.00	0.00	418.00	6,282.00	6.24 %
3052 - Sewer Treatment Plant	2,300.00	2,300.00	265.00	265.00	2,035.00	11.52 %
3062 - Sewer Trans / Collection	500.00	500.00	0.00	11.95	488.05	2.39 %
Category: 76 - Miscellaneous Total:	11,450.00	11,450.00	449.71	1,188.66	10,261.34	10.38 %
Category: 77 - Bad Debts						
3042 - Water / Sewer Administr.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 77 - Bad Debts Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 82 - Construction in progress						
3010 - Trans / Distribution	25,000.00	25,000.00	225.00	20,670.00	4,330.00	82.68 %
3015 - ARPA Grant - Water Improvements	0.00	0.00	0.00	499,402.84	-499,402.84	0.00 %
3025 - Water Meter Reading	1,470,526.00	1,470,526.00	1,447.46	8,828.12	1,461,697.88	0.60 %
3052 - Sewer Treatment Plant	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
3066 - Inflow & Infiltration	0.00	0.00	537,288.90	537,288.90	-537,288.90	0.00 %
3067 - ASACE Septic to Sewer	0.00	0.00	115,323.50	236,956.75	-236,956.75	0.00 %
Category: 82 - Construction in progress Total:	1,535,526.00	1,535,526.00	654,284.86	1,303,146.61	232,379.39	84.87 %
Category: 88 - Principal Retirement						
3005 - Water Treatment Plant	290,000.00	290,000.00	0.00	158,184.00	131,816.00	54.55 %
3063 - N. Sewer Project	55,094.00	55,094.00	27,643.75	55,093.60	0.40	100.00 %
3080 - Debt Service	53,620.00	53,620.00	4,933.26	31,725.70	21,894.30	59.17 %
Category: 88 - Principal Retirement Total:	398,714.00	398,714.00	32,577.01	245,003.30	153,710.70	61.45 %
Category: 89 - Interest						
3005 - Water Treatment Plant	475,035.00	475,035.00	0.00	259,110.00	215,925.00	54.55 %
3063 - N. Sewer Project	6,786.00	6,786.00	3,295.98	6,785.86	0.14	100.00 %
3080 - Debt Service	2,719.00	2,719.00	1,342.36	2,030.44	688.56	74.68 %
Category: 89 - Interest Total:	484,540.00	484,540.00	4,638.34	267,926.30	216,613.70	55.29 %
Category: 90 - Other debt service costs						
3080 - Debt Service	0.00	0.00	0.00	688.08	-688.08	0.00 %
Category: 90 - Other debt service costs Total:	0.00	0.00	0.00	688.08	-688.08	0.00 %
Category: 91 - Capital outlay						
3005 - Water Treatment Plant	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
3010 - Trans / Distribution	35,000.00	35,000.00	0.00	55,867.50	-20,867.50	159.62 %
3062 - Sewer Trans / Collection	5,000.00	5,000.00	650.00	19,570.57	-14,570.57	391.41 %
Category: 91 - Capital outlay Total:	165,000.00	165,000.00	650.00	75,438.07	89,561.93	45.72 %
Expense Total:	7,444,982.00	7,444,982.00	885,281.31	3,587,210.32	3,857,771.68	48.18 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	-470,462.01	-329,154.71	-329,154.71	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
Revenue						
Category: 34 - Charges for Services						
	1,950,696.00	1,950,696.00	192,354.43	1,190,218.41	-760,477.59	61.02 %
Category: 34 - Charges for Services Total:	1,950,696.00	1,950,696.00	192,354.43	1,190,218.41	-760,477.59	61.02 %
Category: 36 - Misc. Revenue						
	300.00	300.00	20.28	143.10	-156.90	47.70 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	20.28	143.10	-156.90	47.70 %
Category: 38 - Non-operating Sources (Uses)						
	1,493,597.00	1,493,597.00	0.00	737,411.00	-756,186.00	49.37 %
Category: 38 - Non-operating Sources (Uses) Total:	1,493,597.00	1,493,597.00	0.00	737,411.00	-756,186.00	49.37 %
Revenue Total:	3,444,593.00	3,444,593.00	192,374.71	1,927,772.51	-1,516,820.49	55.97 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
7072 - Solid Waste	353,572.00	353,572.00	24,244.72	199,924.67	153,647.33	56.54 %
Category: 51 - Personal Services Total:	353,572.00	353,572.00	24,244.72	199,924.67	153,647.33	56.54 %
Category: 53 - Contractual Services						
7072 - Solid Waste	5,000.00	5,000.00	55.64	586.49	4,413.51	11.73 %
Category: 53 - Contractual Services Total:	5,000.00	5,000.00	55.64	586.49	4,413.51	11.73 %
Category: 57 - Culture and recreation						
7072 - Solid Waste	0.00	0.00	0.00	1,000.00	-1,000.00	0.00 %
Category: 57 - Culture and recreation Total:	0.00	0.00	0.00	1,000.00	-1,000.00	0.00 %
Category: 59 - Other Uses / Transfers						
7072 - Solid Waste	724,614.00	724,614.00	0.00	0.00	724,614.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	724,614.00	724,614.00	0.00	0.00	724,614.00	0.00 %
Category: 71 - Operating Expenses						
7072 - Solid Waste	1,120,767.00	1,120,767.00	81,733.08	639,913.83	480,853.17	57.10 %
Category: 71 - Operating Expenses Total:	1,120,767.00	1,120,767.00	81,733.08	639,913.83	480,853.17	57.10 %
Category: 74 - Repairs and maintenance						
7072 - Solid Waste	0.00	0.00	0.00	36,700.00	-36,700.00	0.00 %
Category: 74 - Repairs and maintenance Total:	0.00	0.00	0.00	36,700.00	-36,700.00	0.00 %
Category: 88 - Principal Retirement						
7072 - Solid Waste	71,200.00	71,200.00	0.00	0.00	71,200.00	0.00 %
Category: 88 - Principal Retirement Total:	71,200.00	71,200.00	0.00	0.00	71,200.00	0.00 %
Category: 89 - Interest						
7072 - Solid Waste	43,384.00	43,384.00	0.00	0.00	43,384.00	0.00 %
Category: 89 - Interest Total:	43,384.00	43,384.00	0.00	0.00	43,384.00	0.00 %
Category: 91 - Capital outlay						
7072 - Solid Waste	970,000.00	970,000.00	0.00	787,311.00	182,689.00	81.17 %
Category: 91 - Capital outlay Total:	970,000.00	970,000.00	0.00	787,311.00	182,689.00	81.17 %
Category: 93 - Operating transfers - out						
7072 - Solid Waste	156,056.00	156,056.00	13,004.00	91,028.00	65,028.00	58.33 %
Category: 93 - Operating transfers - out Total:	156,056.00	156,056.00	13,004.00	91,028.00	65,028.00	58.33 %
Expense Total:	3,444,593.00	3,444,593.00	119,037.44	1,756,463.99	1,688,129.01	50.99 %
Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	73,337.27	171,308.52	171,308.52	0.00 %
Report Surplus (Deficit):	0.00	0.00	-301,292.37	619,039.73	619,039.73	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-152,625.90	-16,158.03	-16,158.03
101 - CLEW REDEV AGENCY	0.00	0.00	1.79	145,950.82	145,950.82
102 - CLEW REDEV AGENCY EXP	0.00	0.00	459.78	51,924.39	51,924.39
120 - GRANTS	0.00	0.00	-5,689.47	42,359.06	42,359.06
410 - ELECTRIC FUND	0.00	0.00	253,686.17	552,809.68	552,809.68
420 - WATER/SEWER FUND	0.00	0.00	-470,462.01	-329,154.71	-329,154.71
430 - SOLID WASTE	0.00	0.00	73,337.27	171,308.52	171,308.52
Report Surplus (Deficit):	0.00	0.00	-301,292.37	619,039.73	619,039.73

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

Fleet Management

Units worked on

Fire Dept.	1	Solid Waste	3
Electric Dept.	2	Streets	2
Utilities	4	Recreation	4
Police Dept.	6	Animal Control	2

Note:

Staff ensured that all emergency generators were checked

Facility Maintenance

Clerical hrs.	24	Pressure washing hrs.	
Plumbing hrs.	77	Painting hrs	7
Electrical repair hrs.	13	Building repairs hrs	39
Air conditioning repairs (Hrs)	9		

Notes:

Staff helped the BF crew line the boys soccer field for a Flag Football tournament

Staff made repairs to the Splash Pad to ensure that it is working correctly.

Solid Waste

Commercial (Tons)	324.74	Horticulture (Tons)	44.6
Residential (Tons)	333.47	Recycled materials (Lbs)	123
Tipper carts placed	10	Shopping carts collected	9
Special pick ups	8	Pick up revenue	\$2,000.00

Streets and Sidewalks

Drainage

Street repairs hrs	5	Sidewalks installed (L/F)	182
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Signs

Information signs	3	Equipment lettered	
Regulatory signs	4	Signs repaired	5

Landscaping

Mowing (Hrs)	12	Trees trimmed (Hrs)	52
Planting / Removal (Hrs)	6	Landscape trimming (Hrs)	27
Litter control (Lbs)	321	Sprinkler repairs (Hrs)	50

Notes:

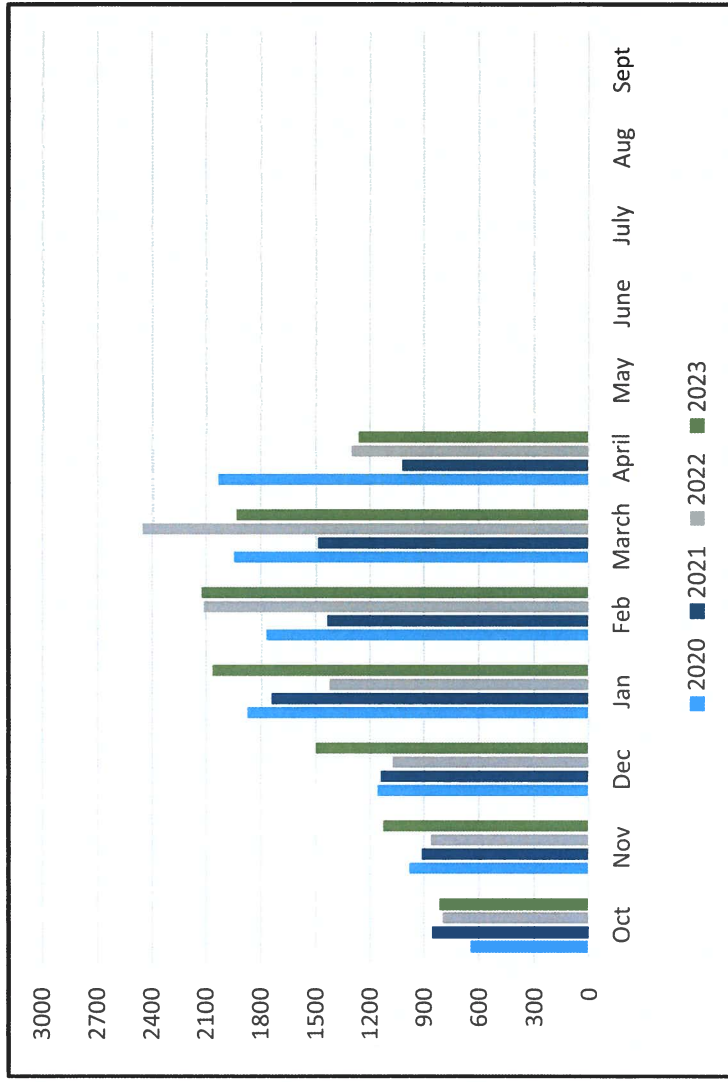
Students from the Christian school helped to paint the CS Mott pool and the picnic tables at the lake.

The Street Dept. has been replacing damaged side walk in selected areas.

37 Hours were spent by the Street Dept. picking up debris piles.

Clewiston Golf Course FY 2023 Rounds of Golf Fiscal Year Comparison

	2020	2021	2022	2023
Oct	642	854	797	815
Nov	982	911	864	1128
Dec	1159	1140	1076	1500
Jan	1873	1741	1424	2065
Feb	1770	1435	2113	2124
March	1946	1486	2452	1933
April	2032	1021	1303	1264
May				
June				
July				
Aug				
Sept				
Total	10404	8588	10029	10829



2023 YTD Variance by Year			
2020	2021	2022	2023
4.1%	26.1%		8.0%

Monthly Facility & Park Rentals
APRIL RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	4	2 Mobile Food Pantry, 1 Church Service, 1 CHS Prom
Beardley Room	0	
Youth Center	8	1 Kiddie Prom, 1 City Easter Egg Hunt, 1 City Resident, 2 County Resident, 1 Non Profit, 2 CHS
C.S. Mott Pool	0	Closed for Remodel
STP Pavilion #1	3	3 County Resident
STP Pavilion #2	0	
STP Pavilion #3	0	
STP Pavilion #4	1	City Resident
Sugarland Park Pavilion	3	1 Non Profit Event, 1 City Resident, 1 Touch Football Event
Trinidad Park	0	
Civic Park / Gazebo	1	Easter Egg Hunt
Sugar Festival Field	1	Easter Egg Hunt
Splash Pad	0	
Chickee	0	
Sugarland Sports Complex		
Field 1	6	CHS Tiger Baseball
Field 2	14	Clewiston Youth Baseball
Field 3	14	Clewiston Youth Baseball
Field 4	14	Clewiston Youth Baseball
Field 5	14	Clewiston Youth Baseball
Field 6		
Field 7	14	Clewiston Youth Baseball
Field 8	3	CHS Tiger Softball
Field 9	15	Clewiston Youth Baseball, CHS Tiger Softball
Soccer West	1	Touch Football Event
Soccer Center	1	Touch Football Event
Soccer East	1	Touch Football Event

Community Improvement Division

2023

Monthly

April 01 thru April 30

Code Cases Opened: 37

Case Re-inspections: 72

Notice of Violations: 29

Notice of Hearings: 2

Special Magistrate Hearing – The next regularly scheduled Special Magistrate hearing has been rescheduled for May 30, 2023 at 10:00 am.

Code Cases Resolved: 22

Code lien search requests completed: 21

Rental Inspections Completed: 12

Code Enforcement Cases

April 01 thru April 30

Status	CaseNum	GeneralCategory	Address
Opened	23-0108	Chapter 18 Buildings and Building Regulations	530 E Osceola Ave Clewiston
Opened	23-0114	Illegal Parking	427 W Aztec Ave Clewiston
Opened	23-0117	Chapter 110 Zoning	425 E Pasadena Ave Clewiston
Opened	23-0118	Chapter 18 Buildings and Building Regulations	831 E Sagamore Ave Lot 10N Clewiston
Opened	23-0120	Chapter 18 Buildings and Building Regulations	219-221 Margaret St Clewiston
Opened	23-0121	Chapter 14-ANIMALS	340 Bond St Clewiston
Opened	23-0124	Chapter 74- Utilities	324 De Soto Ave Clewiston
Opened	23-0125	Chapter 18 Buildings and Building Regulations	815 S W C Owen Ave Clewiston
Opened	23-0126	Chapter 110 Zoning	426 W Osceola Ave Clewiston
Opened	23-0127	Chapter 70- Traffic and Vehicles	428 W Circle Dr Clewiston
Opened	23-0128	Fences, wall & hedges	342 E Alverdez Ave Clewiston
Opened	23-0129	Chapter 18 Buildings and Building Regulations	612 E Del Monte Ave Clewiston
Opened	23-0130	Chapter 18 Buildings and Building Regulations	112 W El Paso Ave Clewiston
Opened	23-0131	Chapter 110 Zoning	712 Comercio St Clewiston
Opened	23-0132	Chapter 110 Zoning	425 E Pasadena Ave Clewiston
Opened	23-0133	Chapter 18 Buildings and Building Regulations	513 E Pasadena Ave Clewiston
Opened	23-0134	Chapter 74- Utilities	517 Royal Palm Ave Clewiston
Opened	23-0135	Chapter 18 Buildings and Building Regulations	444 W Osceola Ave Clewiston
Opened	23-0136	Chapter 18 Buildings and Building Regulations	536 E Pasadena Ave Clewiston
Opened	23-0137	Chapter 18 Buildings and Building Regulations	443 E Pasadena Ave Clewiston
Opened	23-0139	Chapter 18 Buildings and Building Regulations	303 Via Del Aqua Clewiston
Opened	23-0141	Chapter 18 Buildings and Building Regulations	518 E Osceola Ave Clewiston
Opened	23-0143	Chapter 18 Buildings and Building Regulations	347 W Trinidad Ave Clewiston
Opened	23-0144	Chapter 18 Buildings and Building Regulations	117 S Deane Duff Ave Clewiston
Resolved	22-0305	Chapter 18 Buildings and Building Regulations	641 E Sugarland Hwy Clewiston
Resolved	22-0415	Chapter 18 Buildings and Building Regulations	337 S Deane Duff Ave Clewiston
Resolved	23-0021	Chapter 18 Buildings and Building Regulations	729 E Sugarland Hwy Clewiston
Resolved	23-0032	Chapter 18 Buildings and Building Regulations	720 E Royal Palm Ave Clewiston
Resolved	23-0058	Chapter 18 Buildings and Building Regulations	809 Caribbean Ave Clewiston
Resolved	23-0060	Chapter 18 Buildings and Building Regulations	305 E El Paso Ave Clewiston
Resolved	23-0061	Chapter 18 Buildings and Building Regulations	400 W Ventura Ave Clewiston

Status	CaseNum	GeneralCategory	Address
Resolved	23-0082	Property Maintenance - Commercial	543 E Sugarland Hwy Clewiston
Resolved	23-0083	Chapter 18 Buildings and Building Regulations	728 E Sugarland Hwy Clewiston
Resolved	23-0092	Chapter 18 Buildings and Building Regulations	835 E Alverdez Ave Clewiston
Resolved	23-0109	Chapter 50 Manufactured Homes, Mobile Homes, Manufactured Home...	902 N Berner Rd Clewiston
Resolved	23-0110	Chapter 74- Utilities	811 Caribbean Ave Clewiston
Resolved	23-0111	Chapter 74- Utilities	508 Royal Palm Ave Clewiston
Resolved	23-0112	Chapter 110 Zoning	722 E Sugarland Hwy Clewiston
Resolved	23-0113	Chapter 58 Peddlers and Solicitors	975 W Sugarland Hwy Clewiston
Resolved	23-0116	Chapter 18 Buildings and Building Regulations	513 E Pasadena Ave Clewiston
Resolved	23-0119	Chapter 110 Zoning	155 Margaret St Clewiston
Resolved	23-0122	Signs	728 E Sugarland Hwy Clewiston
Resolved	23-0123	Chapter 74- Utilities	322 E Obispo Ave Clewiston
Resolved	23-0138	Chapter 18 Buildings and Building Regulations	524 E Pasadena Ave Clewiston
Resolved	23-0140	Chapter 58 Peddlers and Solicitors	342 W Sugarland Hwy Clewiston
Resolved	23-0142	Chapter 74- Utilities	508 E Sagamore Ave Clewiston

PROTECTIVE INSPECTIONS ACTIVITY REPORT April 2023

Building Department

- Issued 21 permits
- Performed 17 inspections
- Performed 26 plan reviews
- Serviced 331 customers (both by phone & walk-ins)
- Lien searches researched – 15
- Business Licenses issued – 4 (renewals & new)
- Issued 4 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- There was no meeting.

Community Redevelopment Agency

- There was no meeting.

Building Board

- There was no meeting.

Fire Marshal & Fire Department

- 1 – Inspections
- The fire department responded to:
31 Total Calls

April 2023 Inspections			
Permit#	Inspection Type	Result	Inspected Date
21-0394	FINAL	Pass	4/14/2023
22-0189	E-TEMP	Pass	4/12/2023
22-0217	FINAL	Pass	4/25/2023
22-0253	PLUMB-R	Pass	4/13/2023
22-0253	PLUMB-TI	Pass	4/13/2023
22-0304	WINDOW/DOOR	Pass	4/21/2023
22-0304	BLDG-FNL	Pass	4/21/2023
23-0010	FINAL	Pass	4/26/2023
23-0014	TRUSS	Pass	4/6/2023
23-0017	PLUMB-R	Pass	4/14/2023
23-0047	FINAL	Pass	4/5/2023
23-0049	DRY-IN	Pass	4/4/2023
23-0050	DRYWALL	Pass	4/5/2023
23-0051	DRY-IN	Pass	4/3/2023
23-0061	FINAL	Pass	4/11/2023
23-0063	ELECT-R	Pass	4/5/2023
23-0071	Final	Pass	4/11/2023
Total 17			

April 2023 Permits

Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Harmack Company	Timothy Potts	4/5/2023	DRIVEWAY	23-0075	644 E Ventura Ave	2,500.00	0	94.9
Owner	Michael & Bonnie Coleman	4/5/2023	FENCE	23-0076	339 E Esperanza Ave	4,300.00	0	105.3
Universal Group	Johnny Harripaul	4/5/2023	REROOF	23-0077	408 W Circle Dr	800	0	84.5
Owner	Diego Hechavarria	4/6/2023	FENCE	23-0078	411-413 W Aztec Ave	1,200.00	84.5	0
Universal Group	Johnny Harripaul	4/6/2023	REROOF	23-0079	408 W Circle Dr	13,000.00	0	146.9
Owner	Sherrill Price	4/6/2023	BLDG-RMR	23-0080	215 E Esperanza Ave	5,000.00	0	105.3
Owner	Alexander Bentancor	4/10/2023	DRIVEWAY	23-0081	322 W Avenida Del Rio	2,500.00	0	94.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CCC1331431	Milton M & Janice Y Yates	4/10/2023	REROOF	23-0082	813 N Lopez St	11,000.00	0	136.5
Owner	Clarice J Avant	4/12/2023	FENCE	23-0083	725 San Juan St	2,000.00	0	89.7
Efficient Home Services of Florida, LLC	Ricardo Carmenate	4/12/2023	ELECT	23-0084	440 W Sagamore Ave	49,000.00	0	334.1
IMC Services & Designs, LLC DBA IMC Unique Designs Contracting & Services LLC	Maria Copeland	4/13/2023	REROOF	23-0085	225 Margaret St	105	0	136.5
IMC Services & Designs, LLC DBA IMC Unique Designs Contracting & Services LLC	Elvira Gonzales	4/14/2023	REROOF	23-0086	523 W Aztec Ave	10,450.00	0	136.5
Everglades Construction Group, LLC	Lawson Payton Bryce	4/17/2023	BLDG-RMR	23-0087	1027 Caribbean Ave	47,500.00	0	328.9
Cox A/C & Electric, Inc. Morgan Exteriors windows, siding, doors and more, LLC	Action Business Corporation Qian Hou & Chen-juan Hu	4/19/2023	MECH	23-0088	504 E Sugarland Hwy	7,400.00	0	120.9
Harvest Building & Construction	MAEB Inc	4/20/2023	BLDG-RMR	23-0089	1056 Bayberry Loop	23,851.00	204.1	0
Owner	Blayne Sheldon	4/21/2023	REROOF	23-0090	412 W Circle Dr	11,435.00	0	141.7
Owner	Blayne Sheldon	4/21/2023	ACC-BLDG	23-0091	202 Ridgewood Ave	10,000.00	0	131.3

Solar Champs, LLC	Magali Perrera	4/24/2023	ELECT	23-0092	322 E Obispo Ave	31,358.00	0	245.7
Xemax Construction Corp	Noah Plaza LLC	4/25/2023	BLDG-RMC	23-0093	132 S W C Owen Ave	2,000.00	0	89.7
Summit Fire & Security, LLC	Noah Plaza LLC	4/27/2023	MECH	23-0094	132 S W C Owen Ave	1,500.00	84.5	0
JSM Electric & AC, LLC	Madison Mathey Rudd	4/27/2023	ELECT	23-0095	719 Cadiz St	2,400.00	0	89.7
Total 21						239,299.00	373.1	2613



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
05/03/2023 07:25:11

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD007138	04/29/2023 10:37:11	ANIMAL CONTROL CALL	2378 HOOKERS POINT RD	S35 Z	
CLPD23CAD007136	04/29/2023 9:28:22	ANIMAL CONTROL CALL	1830 HOOKERS POINT RD	S35 Z	
CLPD23CAD007107	04/28/2023 13:08:50	ANIMAL CONTROL CALL	902 FLORIDA AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007106	04/28/2023 12:59:41	ANIMAL CONTROL CALL	217 E EL PASO AVE	S35 U	
PUnit: 550 JONES W					
CLPD23CAD007105	04/28/2023 12:38:02	ANIMAL CONTROL CALL	S W C OWEN AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007104	04/28/2023 12:27:56	ANIMAL CONTROL CALL	1550 OLD US HWY 27 157	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD007103	04/28/2023 12:27:20	ANIMAL CONTROL CALL	HOOKERS POINT RD	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD007102	04/28/2023 12:18:24	ANIMAL CONTROL CALL	707 HOOVER DIKE RD	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD007100	04/28/2023 11:42:09	ANIMAL CONTROL CALL	AVENIDA DEL SUR	S35 O	
CLPD23CAD007099	04/28/2023 11:37:17	ANIMAL CONTROL CALL	814 E TRINIDAD AVE	S35 Z	
PUnit: 550 JONES W BUnit1: 551					
CLPD23CAD007096	04/28/2023 10:45:35	ANIMAL CONTROL CALL	204 KILPATRICK RD	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007090	04/28/2023 7:50:48	ANIMAL CONTROL CALL	2378 HOOKERS POINT RD	S35 Z	
CLPD23CAD007089	04/28/2023 7:41:57	ANIMAL CONTROL CALL	N SAN GABRIEL ST	S35 O	
CLPD23CAD007051	04/27/2023 14:25:44	ANIMAL CONTROL CALL	621 MAGNOLIA LN	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD007043	04/27/2023 11:23:59	ANIMAL CONTROL CALL	300 S BERNER RD	S35 O	
CLPD23CAD007040	04/27/2023 10:08:57	ANIMAL CONTROL CALL	544 E OBISPO AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007039	04/27/2023 10:07:23	ANIMAL CONTROL CALL	601 W PASADENA AVE	S35 U	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 COPPLERA					
CLPD23CAD007032	04/27/2023 8:22:00	ANIMAL CONTROL CALL	544 E OBISPO AVE	S35 O	
PUnit: 550 JONES W					
CLPD23CAD007001	04/26/2023 16:39:45	ANIMAL CONTROL CALL	850 TWIN LAKES DR	S35 G	
PUnit: 550 JONES W					
CLPD23CAD006993	04/26/2023 12:25:28	ANIMAL CONTROL CALL	393 PERIMETER RD	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006992	04/26/2023 12:15:03	ANIMAL CONTROL CALL	1014 W SUGARLAND HWY	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006985	04/26/2023 10:08:05	ANIMAL CONTROL CALL	N SAN GABRIEL ST	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006980	04/26/2023 8:09:59	ANIMAL CONTROL CALL	1214 LOUISIANA AVE	S35 O	
PUnit: 551 COPPLERA					
CLPD23CAD006934	04/25/2023 17:06:19	ANIMAL CONTROL CALL	424 E SAGAMORE AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006931	04/25/2023 14:52:40	ANIMAL CONTROL CALL	580 MERIT ST	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006928	04/25/2023 13:28:28	ANIMAL CONTROL CALL	300 S BERNER RD	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006923	04/25/2023 7:53:37	ANIMAL CONTROL CALL	519 E PASADENA AVE	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006806	04/23/2023 9:37:19	ANIMAL CONTROL CALL	813 E EL PASO AVE 24	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006805	04/23/2023 9:28:38	ANIMAL CONTROL CALL	522 W OBISPO AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006705	04/21/2023 13:36:35	ANIMAL CONTROL CALL	N MAYORAL ST	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006697	04/21/2023 10:17:14	ANIMAL CONTROL CALL	845 N QUEBRADA ST	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006694	04/21/2023 8:58:39	ANIMAL CONTROL CALL	300 S BERNER RD	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006623	04/20/2023 14:51:32	ANIMAL CONTROL CALL	793 APPALOOSA AVE	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006608	04/20/2023 9:44:32	ANIMAL CONTROL CALL	542 AVENIDA DEL SUR	S35 O	
PUnit: 550 JONES W					
CLPD23CAD006605	04/20/2023 9:19:02	ANIMAL CONTROL CALL	328 PINE CONE AVE	S35 O	



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD006533 PUnit: 551 COPPLER A	04/19/2023 12:31:43	ANIMAL CONTROL CALL	310 N CABBAGE PALM ST	S35 O	
CLPD23CAD006526	04/19/2023 10:08:41	ANIMAL CONTROL CALL	416 W VENTURA AVE	S35 O	
CLPD23CAD006486 PUnit: 550 JONES W	04/18/2023 16:21:36	ANIMAL CONTROL CALL	450 N GRANJA ST	S35 Z	
CLPD23CAD006485 PUnit: 550 JONES W	04/18/2023 16:07:53	ANIMAL CONTROL CALL	720 S RIVERSIDE ST	S35 Z	
CLPD23CAD006475 PUnit: 551 COPPLER A	04/18/2023 10:15:01	ANIMAL CONTROL CALL	E VENTURA AVE	S35 O	
CLPD23CAD006472	04/16/2023 9:10:53	ANIMAL CONTROL CALL	300 S BERNER RD	S35 O	
CLPD23CAD006467 PUnit: 551 COPPLER A	04/18/2023 8:37:14	ANIMAL CONTROL CALL	S SAN PEDRO ST	S35 S	
CLPD23CAD006409	04/17/2023 11:31:48	ANIMAL CONTROL CALL	S W C OWEN AVE	S35 O	
CLPD23CAD006404	04/17/2023 10:00:53	ANIMAL CONTROL CALL	208 E SUGARLAND CIR	S35 O	
CLPD23CAD006395 PUnit: 551 COPPLER A	04/17/2023 9:43:02	ANIMAL CONTROL CALL	1000 S DEANE DUFF AVE	S35 Z	
CLPD23CAD006392	04/17/2023 8:06:10	ANIMAL CONTROL CALL	3702 EVERHIGH ACRES RD	S35 O	
CLPD23CAD006343 PUnit: 551 COPPLER A	04/16/2023 16:46:10	ANIMAL CONTROL CALL	650 S KENNEL ST	S35 Z	
CLPD23CAD006342 PUnit: 551 COPPLER A	04/16/2023 16:35:28	ANIMAL CONTROL CALL	578 APPALOOSA AVE	S35 Z	
CLPD23CAD006340 PUnit: 511 WOOD R	04/16/2023 14:35:15	ANIMAL CONTROL CALL	427 W CRESCENT DR	S35 F	
CLPD23CAD006339 PUnit: 551 COPPLER A	04/16/2023 14:25:01	ANIMAL CONTROL CALL	427 W CRESCENT DR	S35 D	
CLPD23CAD006334 PUnit: 551 COPPLER A	04/16/2023 10:51:20	ANIMAL CONTROL CALL	650 N KENNEL ST	S35 S	



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD006197	04/13/2023 14:00:35	ANIMAL CONTROL CALL	300 S BERNER RD	S35 Z	
CLPD23CAD006186	04/13/2023 10:42:06	ANIMAL CONTROL CALL	420 S CORAL ST	S35 Z	
PUnit: 551 COPPLERA BUnit1: 550					
CLPD23CAD006139	04/12/2023 18:25:32	ANIMAL CONTROL CALL	100 E EL PASO AVE	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD006121	04/12/2023 9:56:05	ANIMAL CONTROL CALL	892 W SUGARLAND HWY	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006120	04/12/2023 8:58:49	ANIMAL CONTROL CALL	1040 ARKANSAS AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD006035	04/11/2023 17:46:56	ANIMAL CONTROL CALL	N SAN GABRIEL ST	S35 S	
PUnit: 511 WOOD R					
CLPD23CAD006032	04/11/2023 16:36:48	ANIMAL CONTROL CALL	311 W EL PASO AVE	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD005958	04/10/2023 11:45:57	ANIMAL CONTROL CALL	HOOKERS POINT RD	S35 Z	
PUnit: 551 COPPLERA					
CLPD23CAD005862	04/08/2023 11:03:33	ANIMAL CONTROL CALL	208 E SUGARLAND CIR	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD005861	04/08/2023 10:57:25	ANIMAL CONTROL CALL	211 GLORIA ST	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD005828	04/07/2023 17:15:30	ANIMAL CONTROL CALL	1850 OLD US HWY 27 11	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD005700	04/05/2023 17:42:30	ANIMAL CONTROL CALL	208 E SUGARLAND CIR	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD005695	04/05/2023 13:59:59	ANIMAL CONTROL CALL	1000 S DEANE DUFF AVE	S35 O	
PUnit: 550 JONES W					
CLPD23CAD005663	04/04/2023 14:26:53	ANIMAL CONTROL CALL	416 W VENTURA AVE	S35 O	
PUnit: 550 JONES W					
CLPD23CAD005625	04/03/2023 12:27:10	ANIMAL CONTROL CALL	712 COMMERCIO ST.	S35 Z	
PUnit: 550 JONES W					



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD005549	04/02/2023 13:23:04	ANIMAL CONTROL CALL	578 APPALOOSA AVE	S35 Z	



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CALL HISTORY LISTING

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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD007152	04/29/2023 20:15:54	ANIMAL COMPLAINT	811 W AZTEC AVE	S35 O	
CLPD23CAD007118	04/28/2023 20:51:55	ANIMAL COMPLAINT	CR 720	S35 O	
CLPD23CAD007112	04/28/2023 14:44:39	ANIMAL COMPLAINT	902 FLORIDA AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007111	04/28/2023 14:41:13	ANIMAL COMPLAINT	221 W EL PASO AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007108	04/28/2023 14:00:12	ANIMAL COMPLAINT	PONCE DE LEON AVE	S35 S	
PUnit: 550 JONES W BUnit1: 551					
CLPD23CAD007095	04/28/2023 10:32:20	ANIMAL COMPLAINT	272 AVENIDA DEL SUR	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007094	04/28/2023 9:57:34	ANIMAL COMPLAINT	N SAN GABRIEL ST	S35 G	
PUnit: 550 JONES W					
CLPD23CAD007092	04/28/2023 9:20:41	ANIMAL COMPLAINT	2378 HOOKERS POINT RD	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD007055	04/27/2023 16:57:42	ANIMAL COMPLAINT	120 S FRONDA ST	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD007052	04/27/2023 14:27:48	ANIMAL COMPLAINT	519 E PASADENA AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD007050	04/27/2023 14:23:35	ANIMAL COMPLAINT	416 W VENTURA AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD007041	04/27/2023 10:51:51	ANIMAL COMPLAINT	120 S FRONDA ST	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD006996	04/26/2023 14:40:03	ANIMAL COMPLAINT	975 W SUGARLAND HWY	S35 K	
PUnit: 550 JONES W BUnit1: 513					
CLPD23CAD006939	04/25/2023 19:42:34	ANIMAL COMPLAINT	800 W SUGARLAND HW	S35 G	
PUnit: 516 ESTIVERNE J BUnit1: 551					
CLPD23CAD006930	04/25/2023 14:46:57	ANIMAL COMPLAINT	519 E PASADENA AVE	S35 N	
PUnit: 550 JONES W					
CLPD23CAD006769	04/22/2023 20:52:45	ANIMAL COMPLAINT	E SUGARLAND HWY	S35 O	



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD006746 PUnit: 551 COPPLER A	04/22/2023 9:00:51	ANIMAL COMPLAINT	8320 LOCKWOOD RIDGE RD	S35 Z	
CLPD23CAD006724 PUnit: 517 GARZA R	04/21/2023 21:10:46	ANIMAL COMPLAINT	519 E PASADENA AVE	S35 D	
CLPD23CAD006713	04/21/2023 18:14:49	ANIMAL COMPLAINT	1000 KENTUCKY AVE	S35 O	
CLPD23CAD006703 PUnit: 551 COPPLER A	04/21/2023 12:34:01	ANIMAL COMPLAINT	406 S DEANE DUFF AVE	S35 Z	
CLPD23CAD006626 PUnit: 514 MIXON C BUnit: 550	04/20/2023 16:06:41	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
CLPD23CAD006625 PUnit: 551 COPPLER A	04/20/2023 15:41:28	ANIMAL COMPLAINT	PINE CONE AVE	S35 Z	
CLPD23CAD006615 PUnit: 551 COPPLER A BUnit: 511	04/20/2023 11:59:22	ANIMAL COMPLAINT	328 PINE CONE AVE	S35 Z	
CLPD23CAD006606	04/20/2023 9:27:19	ANIMAL COMPLAINT	848 REDISH CIR	S35 F	
CLPD23CAD006600 PUnit: 551 COPPLER A	04/20/2023 8:07:31	ANIMAL COMPLAINT	N MAYORAL ST	S35 Z	
CLPD23CAD006543 PUnit: 551 COPPLER A	04/19/2023 17:58:02	ANIMAL COMPLAINT	416 W VENTURA AVE	S35 Z	
CLPD23CAD006538 PUnit: 551 COPPLER A	04/19/2023 13:48:55	ANIMAL COMPLAINT	775 N KENNEL ST	S35 Z	
CLPD23CAD006535 PUnit: 551 COPPLER A	04/19/2023 13:36:40	ANIMAL COMPLAINT	310 N CABBAGE PALM ST	S35 Z	
CLPD23CAD006534 PUnit: 551 COPPLER A	04/19/2023 12:51:37	ANIMAL COMPLAINT	DAVIDSON RD	S35 Z	
CLPD23CAD006532 PUnit: 551 COPPLER A	04/19/2023 11:59:34	ANIMAL COMPLAINT	416 W VENTURA AVE	S35 Z	
CLPD23CAD006529 PUnit: 551 COPPLER A BUnit: 514	04/19/2023 11:26:18	ANIMAL COMPLAINT	416 W VENTURA AVE	S35 Z	



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD006528 PUnit: 551 COPPLER A	04/19/2023 10:41:26	ANIMAL COMPLAINT	525 S JASMINE ST	S35 G	
CLPD23CAD006524 PUnit: 550 JONES W	04/19/2023 9:01:26	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
CLPD23CAD006520 PUnit: 551 COPPLER A	04/19/2023 8:26:07	ANIMAL COMPLAINT	101 S BRIDGE ST	S35 Z	
CLPD23CAD006503 PUnit: 515 WILLIAMS E BUnit: 504	04/18/2023 22:25:10	ANIMAL COMPLAINT	1300 S FRANCISCO ST	S35 D	
CLPD23CAD006484 PUnit: 550 JONES W	04/18/2023 15:35:46	ANIMAL COMPLAINT	1208 KENTUCKY AVE	S35 Z	
CLPD23CAD006474 PUnit: 550 JONES W	04/18/2023 10:06:44	ANIMAL COMPLAINT	3200 AIRGLADES BLVD	S35 Z	
CLPD23CAD006418 PUnit: 551 COPPLER A	04/17/2023 14:45:52	ANIMAL COMPLAINT	3702 EVERHIGH ACRES RD	S35 Z	
CLPD23CAD006416 PUnit: 551 COPPLER A	04/17/2023 14:19:38	ANIMAL COMPLAINT	420 S CORAL ST	S35 Z	
CLPD23CAD006415 PUnit: 551 COPPLER A	04/17/2023 14:04:11	ANIMAL COMPLAINT	208 E SUGARLAND CIR	S35 Z	
CLPD23CAD006414 PUnit: 551 COPPLER A	04/17/2023 13:57:39	ANIMAL COMPLAINT	S W C OWEN AVE	S35 Z	
CLPD23CAD006408	04/17/2023 11:05:23	ANIMAL COMPLAINT	208 E SUGARLAND CIR	S35 Z	
CLPD23CAD006284 PUnit: 550 JONES W	04/15/2023 18:09:56	ANIMAL COMPLAINT	913 N BERNER RD	S35 Z	
CLPD23CAD006242 PUnit: 551 COPPLER A	04/14/2023 19:41:21	ANIMAL COMPLAINT	1049 ALABAMA AVE	S35 Z	
CLPD23CAD006224 PUnit: 551 COPPLER A	04/14/2023 7:28:03	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
CLPD23CAD006210	04/13/2023 20:13:23	ANIMAL COMPLAINT	444 E SUGARLAND HWY	S35 G	



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnt: 551 COPPLER A	BUnt1: 504	BUnt2: 512	BUnt3: 517		
CLPD23CAD006198	04/13/2023 14:51:57	ANIMAL COMPLAINT	615 N ROMERO ST	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD006196	04/13/2023 13:58:01	ANIMAL COMPLAINT	101 S BRIDGE ST	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD006146	04/12/2023 20:08:14	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnt: 517 GARZA R					
CLPD23CAD006143	04/12/2023 19:09:34	ANIMAL COMPLAINT	500 S FRANCISCO ST 47	S35 Z	
CLPD23CAD006026	04/11/2023 13:48:05	ANIMAL COMPLAINT	901 W VENTURA AVE	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD006020	04/11/2023 10:56:06	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD005952	04/10/2023 8:06:24	ANIMAL COMPLAINT	208 E SUGARLAND CIR	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD005951	04/10/2023 8:02:38	ANIMAL COMPLAINT	121 KILPATRICK RD	S35 Z	
CLPD23CAD005843	04/07/2023 23:56:00	ANIMAL COMPLAINT	815 S MAYORAL ST	S35 O	
CLPD23CAD005747	04/06/2023 16:56:19	ANIMAL COMPLAINT	14725 CENTER AVE	S35 G	
PUnt: 551 COPPLER A					
CLPD23CAD005736	04/06/2023 8:04:48	ANIMAL COMPLAINT	1001 OLYMPIA ST	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD005705	04/05/2023 19:56:12	ANIMAL COMPLAINT	332 W ALVERDEZ AVE	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD005631	04/03/2023 17:45:44	ANIMAL COMPLAINT	DAVIDSON RD	S35 Z	
PUnt: 551 COPPLER A					
CLPD23CAD005630	04/03/2023 16:23:59	ANIMAL COMPLAINT	520 E TRINIDAD	S35 F	
PUnt: 504 ROBERTS W					
CLPD23CAD005627	04/03/2023 12:49:35	ANIMAL COMPLAINT	712 COMMERCIO ST	S35 Z	
PUnt: 551 COPPLER A					



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Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD005624 PUnit: 551 COPPLER A	04/03/2023 12:21:46	ANIMAL COMPLAINT	813 E EL PASO AVE	S35 G	
CLPD23CAD005613 PUnit: 551 COPPLER A	04/03/2023 8:47:13	ANIMAL COMPLAINT	393 PERIMETER RD	S35 Z	
CLPD23CAD005612 PUnit: 551 COPPLER A	04/03/2023 8:27:47	ANIMAL COMPLAINT	205 W ARROYO AV	S35 Z	
CLPD23CAD005554 PUnit: 551 COPPLER A	04/02/2023 19:49:06	ANIMAL COMPLAINT	S JASMINE ST	S35 O	
CLPD23CAD005545 PUnit: 551 COPPLER A	04/02/2023 9:24:29	ANIMAL COMPLAINT	230 S JINETE ST	S35 L	

Animals Inducted by Date and Species

Criteria:

Enter from date: 04/01/2023

Enter to date: 04/30/2023

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2023068	Sebastian	S (Stray Cat)	04/01/2023	Jenifer Pinskton 145 N Sendero St Clewiston FL 33440		3 weeks.
U2023244	Marie	U (Unwanted Cat)	04/04/2023			1 day.
U2023240	Seneca	U (Unwanted Cat)	04/04/2023			3 days.
U2023241	Caesar	U (Unwanted Cat)	04/04/2023			3 days.
U2023239	Primrose	U (Unwanted Cat)	04/04/2023			3 days.
U2023242	Berlioz	U (Unwanted Cat)	04/04/2023			1 day.
U2023238	Peeta	U (Unwanted Cat)	04/04/2023			3 days.
A2023125	Gale	A (Stray Dog)	04/04/2023			2 days.
S2023070	Fang	S (Stray Cat)	04/04/2023			3 days.
S2023069	Buck	S (Stray Cat)	04/04/2023			3 days.
U2023243	Toulouse	U (Unwanted Cat)	04/04/2023			1 day.
U2023237	Katniss	U (Unwanted Cat)	04/04/2023			3 days.

U2023245	Snickers	U (Unwanted Cat)	04/05/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440	<i>Robin Pitts</i> 317 Saginaw Ave Clewiston FL 33440	1 week.
S2023073	kitten 1	S (Stray Cat)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Jose Valdez</i> 711 Ridge Drive Clewiston FL 33440	1 day.
S2023071	Mini	S (Stray Cat)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		2 days.
S2023082	Lela	S (Stray Cat)	04/06/2023			2 weeks.
S2023079	kitten 4	S (Stray Cat)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Jose Valdez</i> 711 Ridge Drive Clewiston FL 33440	1 day.
S2023078	kitten 3	S (Stray Cat)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Jose Valdez</i> 711 Ridge Drive Clewiston FL 33440	1 day.
S2023083	Poppy	S (Stray Cat)	04/06/2023			2 weeks.
S2023080	Nutmeg	S (Stray Cat)	04/06/2023			2 weeks.
S2023077	kitten 2	S (Stray Cat)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Jose Valdez</i> 711 Ridge Drive Clewiston FL 33440	1 day.
S2023084	Brie	S (Stray Cat)	04/07/2023			3 weeks.
S2023081	Savannah	S (Stray Cat)	04/08/2023			1 week.
S2023085	Queenie	S (Stray Cat)	04/11/2023			1 week.
S2023086	Chip	S (Stray Cat)	04/14/2023			4 days.

S2023087	Honey Bunny	S (Stray Cat)	04/15/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	3 days.
S2023091	Lola Baby 2	S (Stray Cat)	04/15/2023	Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	3 days.
S2023094	Fritz	S (Stray Cat)	04/15/2023		2 weeks.
S2023089	Lola Baby 4	S (Stray Cat)	04/15/2023	Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	3 days.
S2023093	Frizzle	S (Stray Cat)	04/15/2023		2 weeks.
S2023092	Lola Baby 1	S (Stray Cat)	04/15/2023	Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	3 days.
S2023088	Lola	S (Stray Cat)	04/15/2023	Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	3 days.
S2023090	Lola Baby 3	S (Stray Cat)	04/15/2023	Jayleen Rodriguez 410 West Arroyo Ave CLEWISTON FL 33440	3 days.
S2023095	Amarilla	S (Stray Cat)	04/17/2023		1 day.
S2023096	Xavier	S (Stray Cat)	04/18/2023		6 days.
S2023098	Yang	S (Stray Cat)	04/20/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440	1 week.
S2023099	Luv	S (Stray Cat)	04/20/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440	1 week.
S2023097	Curry	S (Stray Cat)	04/20/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave	1 week.

				Clewiston FL 33440		
S2023101	Graham	S (Stray Cat)	04/21/2023			1 day.
S2023100	Ritz	S (Stray Cat)	04/21/2023			1 day.
S2023104	Pickle	S (Stray Cat)	04/24/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 day.
S2023102	Mini	S (Stray Cat)	04/24/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 day.
S2023103	Kosher	S (Stray Cat)	04/24/2023			1 day.
S2023115	Lun	S (Stray Cat)	04/25/2023			1 week.
S2023107	Lottie	S (Stray Cat)	04/25/2023			1 week.
S2023113	Riley	S (Stray Cat)	04/25/2023			6 days.
S2023112	Ike	S (Stray Cat)	04/25/2023			6 days.
S2023105	Drake	S (Stray Cat)	04/25/2023			1 week.
S2023108	Nish	S (Stray Cat)	04/25/2023			2 days.
S2023109	Ranger Rick	S (Stray Cat)	04/25/2023			2 days.
S2023111	Mooshy	S (Stray Cat)	04/25/2023			2 days.
S2023116	Shadow	S (Stray Cat)	04/25/2023			1 week.

S2023114	Java	S (Stray Cat)	04/25/2023			6 days.
S2023106	Rubble	S (Stray Cat)	04/25/2023			1 week.
S2023110	Chunk	S (Stray Cat)	04/25/2023			2 days.
S2023119	Tulum	S (Stray Cat)	04/25/2023			3 days.
S2023120	Cozumel	S (Stray Cat)	04/25/2023			3 days.
S2023118	Cancun	S (Stray Cat)	04/25/2023			3 days.
S2023117	Cabo	S (Stray Cat)	04/25/2023			3 days.
S2023121	Cholula	S (Stray Cat)	04/26/2023			1 day.
S2023123	Hazel	S (Stray Cat)	04/27/2023			4 days.
U2023246	Amera	U (Unwanted Cat)	04/27/2023			0 days.
S2023122	Hannah	S (Stray Cat)	04/27/2023			4 days.
S2023126	Brida	S (Stray Cat)	04/28/2023			5 days.
S2023124	Isora	S (Stray Cat)	04/28/2023			5 days.
A2023167	Panda 2	A (Stray Dog)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
S2023125	Romero	S (Stray Cat)	04/28/2023			5 days.

U2023247	Coral	U (Unwanted Cat)	04/28/2023			5 days.
U2023249	Yang Baby 2	U (Unwanted Cat)	04/28/2023			5 days.
A2023169	Panda 4	A (Stray Dog)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
A2023170	Panda 5	A (Stray Dog)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
A2023166	Panda 1	A (Stray Dog)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
U2023248	Yang Baby 1	U (Unwanted Cat)	04/28/2023			5 days.
U2023251	Yang Baby 4	U (Unwanted Cat)	04/28/2023			5 days.
F2023012	Kelly	F (Feral Cat)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
U2023250	Yang Baby 3	U (Unwanted Cat)	04/28/2023			5 days.
A2023168	Panda 3	A (Stray Dog)	04/28/2023	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		5 days.
S2023127	Blossom	S (Stray Cat)	04/30/2023			2 days.
S2023128	Bubbles	S (Stray Cat)	04/30/2023			2 days.
S2023129	Buttercup	S (Stray Cat)	04/30/2023			2 days.

Total Cat: 80

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
D2023049	Pebbles	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		4 days.
D2023043	Spring	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023050	Bamm Bamm	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		4 days.
D2023046	Bunny	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023047	Reese	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023045	Sunday	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023042	Peep	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023048	Chick	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
D2023044	Jellybean	D (Dog)	04/02/2023	Volunteer Leyanis Trueba 3621 W US Hwy 27 Clewiston 33440		1 day.
A2023124	otis	A (Stray Dog)	04/03/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		4 weeks.
A2023123	Remi	A (Stray Dog)	04/03/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		4 weeks.
				Animal Control Officer Anthony Coppler 410 W. Arroyo Ave		

D2023051	Berry	D (Dog)	04/04/2023	Clewiston FL 33440		4 weeks.
A2023126	Limo	A (Stray Dog)	04/06/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		3 weeks.
A2023127	Bowie	A (Stray Dog)	04/06/2023	<i>Elida Romero</i> 8603 Bowden RD Clewiston FL 33440		3 weeks.
A2023128	Iris	A (Stray Dog)	04/08/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		6 days.
A2023135	Bobbity	A (Stray Dog)	04/08/2023			3 days.
A2023129	Smoo	A (Stray Dog)	04/09/2023			5 days.
A2023130	Bella	A (Stray Dog)	04/09/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		3 weeks.
A2023132	Panda	A (Stray Dog)	04/10/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		4 days.
A2023131	Dean	A (Stray Dog)	04/10/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Ariel Jntean</i> 575 N Palomino Ave Clewiston FL 33440	3 weeks.
A2023133	Zoey	A (Stray Dog)	04/11/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		4 days.
A2023136	Ari	A (Stray Dog)	04/11/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		2 days.
A2023134	Sandy	A (Stray Dog)	04/11/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL		4 days.

				33440		
A2023138	Adrian	A (Stray Dog)	04/12/2023			1 day.
A2023141	Betty	A (Stray Dog)	04/12/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		3 days.
A2023137	Lil Rocky	A (Stray Dog)	04/12/2023			1 day.
A2023139	Caesar	A (Stray Dog)	04/13/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		2 weeks.
A2023140	Albus	A (Stray Dog)	04/13/2023			0 days.
D2023052	Peaches	D (Dog)	04/14/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Montesino Garcia</i> 700 E Ventura Ave Lot 26 Clewiston FL 33440	1 day.
A2023142	Neko	A (Stray Dog)	04/14/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 week.
D2023053	Oreo	D (Dog)	04/14/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	<i>Montesino Garcia</i> 700 E Ventura Ave Lot 26 Clewiston FL 33440	1 day.
A2023147	Willie	A (Stray Dog)	04/15/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		3 days.
A2023143	Scarlett	A (Stray Dog)	04/15/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		5 days.
A2023145	Charm	A (Stray Dog)	04/16/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		0 days.
				<i>Animal Control Officer Anthony Coppler</i>	<i>Karen Richardson</i> 427 W Crescent DR	

D2023054	Tank	D (Dog)	04/16/2023	410 W. Arroyo Ave Clewiston FL 33440	Clewiston FL 33440	3 days.
A2023144	Amber	A (Stray Dog)	04/16/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		0 days.
A2023146	Velma	A (Stray Dog)	04/16/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		0 days.
A2023149	Daryl	A (Stray Dog)	04/17/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 week.
A2023148	Alexandia	A (Stray Dog)	04/17/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 week.
A2023150	Peach-O	A (Stray Dog)	04/18/2023			6 days.
A2023151	Lela	A (Stray Dog)	04/18/2023			6 days.
A2023153	Dutch	A (Stray Dog)	04/19/2023	<i>Rafael Ralcon</i> 335 North Zambia Street, Clewiston, FL Clewiston FL 33440		5 days.
A2023154	Ringo	A (Stray Dog)	04/19/2023	<i>Rafael Ralcon</i> 335 North Zambia Street, Clewiston, FL Clewiston FL 33440		3 days.
A2023155	Flame	A (Stray Dog)	04/19/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		1 day.
A2023152	Chucky	A (Stray Dog)	04/19/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		0 days.
A2023156	Millie	A (Stray Dog)	04/19/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston		2 weeks.

				FL 33440	
D2023059	Bangles	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	1 week.
D2023061	Manx	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	4 days.
D2023062	Brie	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	4 days.
D2023056	Lola Puppy 1	D (Dog)	04/20/2023		0 days.
D2023063	Blue	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	4 days.
D2023058	Howey	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	1 week.
D2023055	Lola	D (Dog)	04/20/2023		0 days.
D2023057	Lola Puppy 2	D (Dog)	04/20/2023		0 days.
D2023060	Sushi	D (Dog)	04/20/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	1 week.
A2023157	Dusty	A (Stray Dog)	04/21/2023		1 week.
A2023158	Sally	A (Stray Dog)	04/21/2023		1 week.
A2023160	Haley	A (Stray Dog)	04/24/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440	3 days.

A2023159	Rubit	A (Stray Dog)	04/24/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		2 days.
D2023066	Sheeva	D (Dog)	04/26/2023	Oilber Gonzaleo 635 S Hacienda St Clewiston FL 33440		1 day.
D2023065	Kabal	D (Dog)	04/26/2023	Oilber Gonzaleo 635 S Hacienda St Clewiston FL 33440		1 day.
D2023064	Mileena	D (Dog)	04/26/2023	Oilber Gonzaleo 635 S Hacienda St Clewiston FL 33440		1 day.
A2023161	Kara	A (Stray Dog)	04/26/2023			1 day.
D2023077	Missy	D (Dog)	04/27/2023	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	1 day.
D2023070	Chewy	D (Dog)	04/27/2023	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	1 day.
D2023074	Plax	D (Dog)	04/27/2023	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	1 day.
D2023075	Boxwood	D (Dog)	04/27/2023	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	1 day.
D2023067	Killa	D (Dog)	04/27/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		6 days.
D2023072	Virgo	D (Dog)	04/27/2023	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	Jesus Torres 630 Magnolia Ln. Clewiston FL 33440	1 day.
A2023164	Dale	A (Stray Dog)	04/27/2023	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		6 days.
				Animal Control Officer Anthony Coppler		

D2023068	Arthur	D (Dog)	04/27/2023	410 W. Arroyo Ave Clewiston FL 33440		6 days.
A2023163	Caesar	A (Stray Dog)	04/27/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		6 days.
D2023076	Hagrid	D (Dog)	04/27/2023	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	1 day.
D2023073	Pookie Jetson	D (Dog)	04/27/2023	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	1 day.
A2023165	Chip	A (Stray Dog)	04/27/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		6 days.
D2023069	Flower	D (Dog)	04/27/2023	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	1 day.
A2023162	Rocky	A (Stray Dog)	04/27/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		0 days.
D2023071	Sal	D (Dog)	04/27/2023	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	<i>Jesus Torres</i> 630 Magnolia Ln. Clewiston FL 33440	1 day.
A2023172	Gunner	A (Stray Dog)	04/29/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		4 days.
A2023171	Teddy	A (Stray Dog)	04/29/2023	<i>Animal Control Officer William Jones</i> 410 West Arroyo Ave Clewiston FL 33440		4 days.
A2023173	Bucky	A (Stray Dog)	04/30/2023	<i>Animal Control Officer Anthony Coppler</i> 410 W. Arroyo Ave Clewiston FL 33440		3 days.

Total Dog: 81

Total animals: 161

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

Generated by Animal Shelter Manager 47u [Sun 30 Apr 2023 08:51:57 AM UTC] at Clewiston Animal Services on 05/03/2023 by tlewis

Call Summary

Clewiston PD
 4425 West State Road 80
 La Belle, FL 33935

County: Hendry

Year: 2023
 Agency Affiliation: Police
 PSAP Size: Extra Large

Report Date: 05/01/2023 02:13:05
 Report Date From: 04/01/2023
 Report Date To: 04/30/2023
 Period Group: Month
 Days Of Week: All
 Call Type: All
 Abandoned Filters: Include Abandoned
 NSI Filters: Separate NSI Totals
 Agency Affiliation: All
 PSAP Size: All

	April 2023	Total
911	947	947
Inbound	160	160
Abandoned	14.45%	14.45%
Abandoned %	10.12%	10.12%
NSI %	0	0
Unparsed	1,107	1,107
Total	855	855
911 Non-NSI	140	140
Inbound	14.07%	14.07%
Abandoned	995	995
Abandoned %	92	92
Total	20	20
911 NSI	17.86%	17.86%
Inbound	112	112
Abandoned	0	0
Abandoned %	0	0
Total	0	0
10-Digit Emerg	0	0
Inbound	0	0
Abandoned	0	0
Abandoned %	0	0
Total	0	0
Administrative	0	0
Inbound	0	0
Abandoned	0	0
Abandoned %	0	0
Total	0	0
Avg Call Duration	48.4	48.4
Total	1,107	1,107

PSAP Ring Time

Clewiston PD
 4425 West State Road 80
 La Belle, FL 33935

County: Hendry

Month - Year: April 2023

Agency Affiliation: Police
 PSAP Size: Extra Large

Report Date: 05/01/2023 02:13:07
 Report Date From: 04/01/2023
 Report Date To: 04/30/2023
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Days Of Week: All
 Call Type: 911 Calls
 Abandoned Filters: Include Abandoned
 Agency Affiliation: All
 PSAP Size: All

The PSAP Ring Time Report is representative of the agent's answer time experience. Ring-to-Answer is measured from the time of presentation at the station to the time of agent answer (Ring Seconds Only).

Call Hour	Ring Times In Seconds										Total	Avg. Duration	% with Ring			
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	≤ 10 Secs	≤ 15 Secs	≤ 20 Secs			≤ 40 Secs			
00:00	14	0	2	0	0	0	0	0	0	0	16	33.2	87.50 %	87.50 %	100.00 %	100.00 %
01:00	14	0	0	0	0	0	0	0	0	0	14	48.4	100.00 %	100.00 %	100.00 %	100.00 %
02:00	25	0	0	0	0	0	0	0	0	0	25	60.4	100.00 %	100.00 %	100.00 %	100.00 %
03:00	12	2	1	0	0	0	0	0	0	0	15	59.7	80.00 %	93.33 %	100.00 %	100.00 %
04:00	10	0	1	2	0	0	0	0	0	0	13	61.5	76.92 %	76.92 %	84.62 %	100.00 %
05:00	17	0	1	0	0	0	0	0	0	0	18	53.1	94.44 %	94.44 %	100.00 %	100.00 %
06:00	18	0	1	0	0	0	0	0	1	0	20	41.4	90.00 %	90.00 %	95.00 %	95.00 %
07:00	26	0	1	2	2	0	0	0	1	0	30	61.8	86.67 %	86.67 %	90.00 %	96.67 %
08:00	25	2	1	0	0	0	0	0	0	0	28	52.0	89.29 %	96.43 %	100.00 %	100.00 %
09:00	45	3	2	0	0	0	0	0	0	2	52	51.9	86.54 %	92.31 %	96.15 %	96.15 %
10:00	63	3	2	1	0	0	0	0	0	0	69	46.6	91.30 %	95.65 %	98.55 %	100.00 %
11:00	70	8	2	3	0	0	0	0	0	0	83	43.1	84.34 %	93.98 %	96.39 %	100.00 %
12:00	52	6	4	0	0	0	0	0	0	0	62	102.5	83.87 %	93.55 %	100.00 %	100.00 %
13:00	62	5	1	1	0	0	0	0	0	0	69	43.7	89.86 %	97.10 %	98.55 %	100.00 %
14:00	52	5	5	1	0	0	0	0	0	0	63	40.4	82.54 %	90.48 %	98.41 %	100.00 %
15:00	62	9	1	1	0	0	0	0	0	0	73	48.6	84.93 %	97.26 %	98.63 %	100.00 %
16:00	60	6	1	0	0	0	0	0	0	0	67	55.2	89.55 %	98.51 %	100.00 %	100.00 %
17:00	58	3	2	1	0	0	0	0	0	0	64	41.3	90.63 %	95.31 %	98.44 %	100.00 %
18:00	61	4	1	2	0	0	0	0	0	0	68	42.3	89.71 %	95.59 %	97.06 %	100.00 %
19:00	81	0	3	1	0	0	0	0	0	0	85	36.4	95.29 %	95.29 %	98.82 %	100.00 %
20:00	46	2	1	1	0	0	0	0	0	0	50	35.9	92.00 %	96.00 %	98.00 %	100.00 %
21:00	38	3	1	0	0	0	0	0	0	0	42	39.2	90.48 %	97.62 %	100.00 %	100.00 %
22:00	50	1	0	0	0	0	0	0	0	0	51	43.4	98.04 %	100.00 %	100.00 %	100.00 %
23:00	26	1	2	1	0	0	0	0	0	0	30	37.2	86.67 %	90.00 %	96.67 %	100.00 %
Total:	987	63	36	17	0	0	2	2	0	2	1,107	48.4	89.16 %	94.85 %	98.10 %	99.64 %
Overall %:	89.16%	5.69%	3.25%	1.54%	0.00%	0.18%	0.18%	0.18%	0.18%	0.18%						

PSAP Ring Time

Clewiston PD
4425 West State Road 80
La Belle, FL 33935

County: Hendry

Month - Year:

April 2023

Agency Affiliation

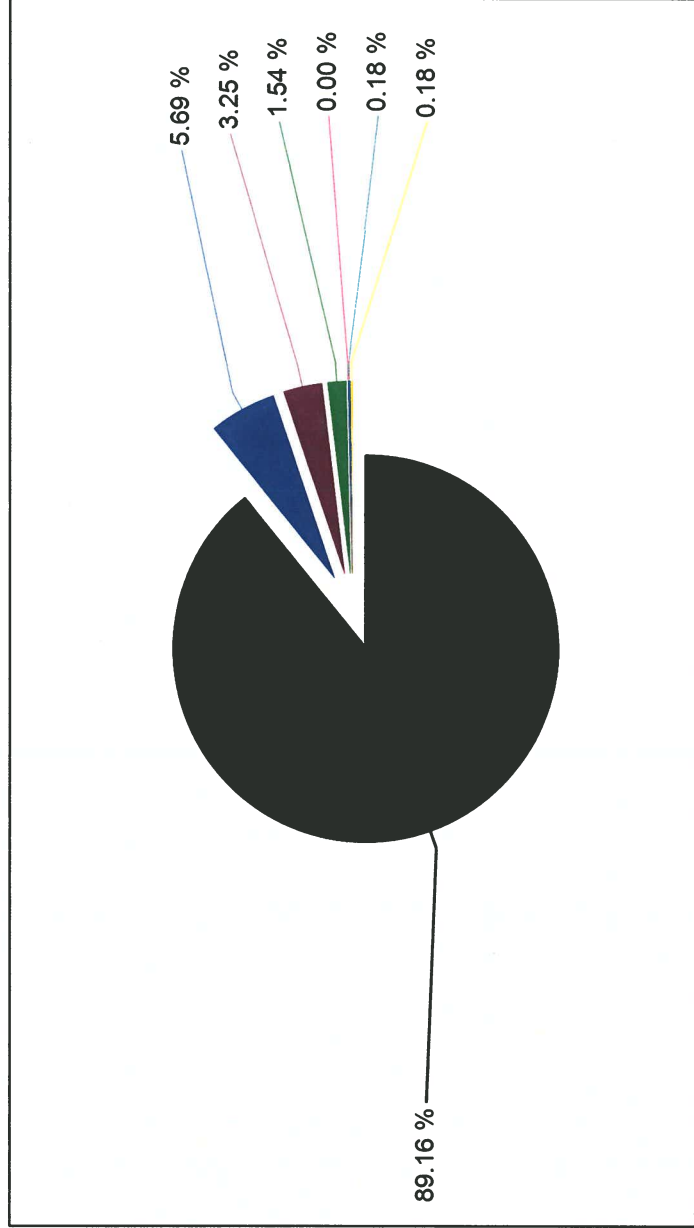
Police

PSAP Size

Extra Large

Report Date: 05/01/2023 02:13:07
Report Date From: 04/01/2023
Report Date To: 04/30/2023
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Days Of Week: All
Call Type: 911 Calls
Abandoned Filters: Include Abandoned
Agency Affiliation: All
PSAP Size: All

PSAP Ring Time





CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

Call Type Summary

Date Range: between 4/1/2023 and 4/30/2023

Call Type

<ul style="list-style-type: none"> -ABANDONED VEHICLE -ALARM -ANIMAL BITE -ANIMAL COMPLAINT -ARMED -ARSON -ASSAULT -ASSIST OTHER AGENCY -BAKER/MARCHMAN ACT -BATTERY -BEVERAGE LAW VIOLATION -BOATER CONTACT -BOMB THREAT -BRUSH FIRE -BURGLARY -BURGLARY TO A BUSINESS -BURGLARY TO A CONSTRUCTION SITE -BURGLARY TO A RESIDENCE -BURGLARY TO A VEHICLE -BUSINESS CHECK -BUSINESS ESCORT -CHASE -CHILD/ELDERLY ABUSE -CITIZEN ASSIST -CITY ORDINANCE VIOLATION -CIVIL MATTER -COUNTY ORDINANCE VIOLATION -COURT -CRIMINAL MISCHIEF -DECEASED PERSON -DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY -DISTURBANCE -DOMESTIC DISTURBANCE -DROWNING -DRUG CASE -DRUNK DRIVER -DRUNK PEDESTRIAN -ELECTRICAL FIRE -EMPLOYEE/LABOR TROUBLE -ESCAPE -FIGHT /AFFRAY -FLIGHT MISSION -FOLLOW UP 	<ul style="list-style-type: none"> -FOR RECORDING DCF INTAKE REPORTS OF ABUSE -FORGERY / FRAUD -FOUND/ CONFISCATED NARCOTICS -FUNERAL ESCORT -GANG RELATED INCIDENT -GAS DRIVE OFF -GUN SHOTS -HARRASSING PHONE CALLS -HAZMAT -HIT AND RUN ACCIDENT -HOMICIDE -HOSTAGE -ILLEGAL BURN -ILLEGAL DUMPING -INFORMATION -INJUNCTION -JUVENILE SITUATION -K-9 USAGE -KIDNAPPING -LANDING ZONE -LEGAL ADVICE -LEWD LASCIVIOUS BEHAVIOR -LIVESTOCK ON HIGHWAY -LOITERING -LOST /STOLEN TAG -LOST/ FOUND PROPERTY -MARIJUANA GROW HOUSE -MENTALLY ILL PERSON -MISSING PERSON -MISSING PERSON RECOVERY -MULTIPLE AGENCY FIRE -NOISE COMPLAINT -OTHER NOT LISTED -PARKING VIOLATION -PATROL-CITY LIMITS -PRISONER IN CUSTODY -PRISONER TRANSPORT -PROWLER -RANCH/FARM CHECKS -RECKLESS DRIVER -RECOVERED VEHICLE -REPOSSESSION -RESIDENCE CHECK 	<ul style="list-style-type: none"> -RIOT -ROAD OBSTRUCTION -ROBBERY -SCHOOL CROSSING -SEARCH WARRANT -SEARVING CIVIL PROCESS -SECURITY CHECK -SEX CRIME -SHOOTING -SHOPLIFTING -SICK PERSON TRANSPORT MEDICAL EMS -SICK PERSON/AMBULANCE -SMOKE -SPECIAL DETAIL -STABBING -STALKING -STOLEN VEHICLE -STRUCTURE FIRE -SUICIDE/ ATTEMPTED SUICIDE -SUSPICIOUS INCIDENT -SUSPICIOUS PERSON -SUSPICIOUS VEHICLE -TEST CAD CALL -THEFT -THEFT FROM A BUSINESS -THEFT FROM A CONSTRUCTION SITE -THEFT FROM A RESIDENCE -TRAFFIC PROBLEM -TRAFFIC STOP -TRESPASSING -TROUBLE IN THE JAIL -UNVERIFIED 911 -UNWANTED GUEST -VEHICLE ACCIDENT -VEHICLE ACCIDENT/ DEPT UNIT -VEHICLE FIRE -VERIFY VIN -VICE / GAMBLING -VIOLATION OF INJUNCTION -VIOLATION OF PROBATION WITHOUT WARRANT -WARRANT -WELFARE CHECK
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Call Type	# of Calls	Total Time	Average Time
ALARM	34	06 hours 55 mins	00 hours 12 mins
ANIMAL COMPLAINT	98	69 hours 34 mins	00 hours 43 mins
ASSAULT	1	01 hours 18 mins	01 hours 18 mins
ASSIST OTHER AGENCY	23	09 hours 33 mins	00 hours 25 mins
BAKER/MARCHMAN ACT	3	04 hours 40 mins	01 hours 33 mins
BATTERY	2	13 hours 1 mins	06 hours 31 mins
BRUSH FIRE	1	00 hours 53 mins	00 hours 53 mins
BURGLARY TO A VEHICLE	3	01 hours 12 mins	00 hours 24 mins
BUSINESS CHECK	660	27 hours 50 mins	00 hours 3 mins
BUSINESS ESCORT	31	14 hours 20 mins	00 hours 28 mins
CITIZEN ASSIST	73	68 hours 57 mins	00 hours 57 mins
CIVIL MATTER	6	04 hours 22 mins	00 hours 44 mins
CRIMINAL MISCHIEF	4	01 hours 29 mins	00 hours 22 mins
DISTURBANCE	27	13 hours 13 mins	00 hours 29 mins
DOMESTIC DISTURBANCE	3	02 hours 42 mins	00 hours 54 mins
DRUNK DRIVER	1	00 hours 5 mins	00 hours 5 mins
DRUNK PEDESTRIAN	1	00 hours 20 mins	00 hours 20 mins
ELECTRICAL FIRE	1	01 hours 1 mins	01 hours 1 mins
FIGHT /AFFRAY	2	02 hours 1 mins	01 hours 0 mins
FOLLOW UP	15	07 hours 58 mins	00 hours 32 mins
FORGERY / FRAUD	5	02 hours 36 mins	00 hours 31 mins
HIT AND RUN ACCIDENT	3	02 hours 4 mins	00 hours 41 mins
ILLEGAL DUMPING	2	00 hours 8 mins	00 hours 4 mins
INFORMATION	25	16 hours 48 mins	00 hours 40 mins

Call Type Summary

Date Range: between 4/1/2023 and 4/30/2023

Call Type	# of Calls	Total Time	Average Time
JUVENILE SITUATION	11	06 hours 15 mins	00 hours 34 mins
LANDING ZONE	1	00 hours 10 mins	00 hours 10 mins
LEGAL ADVICE	11	05 hours 59 mins	00 hours 33 mins
LIVESTOCK ON HIGHWAY	2	00 hours 37 mins	00 hours 18 mins
LOST /STOLEN TAG	2	00 hours 51 mins	00 hours 26 mins
LOST/ FOUND PROPERTY	10	04 hours 26 mins	00 hours 27 mins
MISSING PERSON RECOVERY	1	02 hours 3 mins	02 hours 3 mins
NOISE COMPLAINT	14	02 hours 44 mins	00 hours 12 mins
OTHER NOT LISTED	1	02 hours 1 mins	02 hours 1 mins
PARKING VIOLATION	4	00 hours 36 mins	00 hours 9 mins
PRISONER TRANSPORT	14	16 hours 4 mins	01 hours 9 mins
RECKLESS DRIVER	5	00 hours 34 mins	00 hours 7 mins
RECOVERED VEHICLE	3	14 hours 0 mins	04 hours 40 mins
RESIDENCE CHECK	287	02 hours 49 mins	00 hours 1 mins
ROAD OBSTRUCTION	3	00 hours 11 mins	00 hours 3 mins
ROBBERY	1	01 hours 9 mins	01 hours 9 mins
SECURITY CHECK	15	03 hours 44 mins	00 hours 15 mins
SHOOTING	2	09 hours 50 mins	04 hours 55 mins
SHOPLIFTING	1	00 hours 52 mins	00 hours 52 mins
SICK PERSON TRANSPORT MEDICAL EMS	1	00 hours 10 mins	00 hours 10 mins
SICK PERSON/AMBULANCE	30	10 hours 26 mins	00 hours 21 mins
SPECIAL DETAIL	5	20 hours 18 mins	04 hours 4 mins
STOLEN VEHICLE	4	02 hours 31 mins	00 hours 38 mins
STRUCTURE FIRE	2	00 hours 43 mins	00 hours 21 mins
SUSPICIOUS INCIDENT	6	01 hours 17 mins	00 hours 13 mins
SUSPICIOUS PERSON	24	06 hours 54 mins	00 hours 17 mins
SUSPICIOUS VEHICLE	17	03 hours 56 mins	00 hours 14 mins
TEST CAD CALL	2	00 hours 19 mins	00 hours 10 mins
THEFT	6	02 hours 57 mins	00 hours 30 mins
TRAFFIC PROBLEM	4	02 hours 29 mins	00 hours 37 mins
TRAFFIC STOP	127	22 hours 59 mins	00 hours 11 mins
TRESPASSING	1	00 hours 42 mins	00 hours 42 mins
UNVERIFIED 911	5	00 hours 56 mins	00 hours 11 mins
UNWANTED GUEST	10	04 hours 12 mins	00 hours 25 mins
VEHICLE ACCIDENT	29	23 hours 31 mins	00 hours 49 mins
VEHICLE ACCIDENT/ DEPT UNIT	1	00 hours 10 mins	00 hours 10 mins
VIOLATION OF INJUNCTION	1	00 hours 58 mins	00 hours 58 mins
WARRANT	2	00 hours 33 mins	00 hours 16 mins
WELFARE CHECK	7	04 hours 18 mins	00 hours 37 mins