

**CITY OF CLEWISTON**  
**Special Commission Meeting**  
**April 29, 2019**

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The City of Clewiston City Commission held a Special Commission Meeting in the City Hall Commission Chambers Monday, April 29, 2019. The meeting was called to order at 4:07 p.m. by Mayor Gardner. The audience recited the Lord's Prayer and the Pledge of Allegiance.

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

**Personnel Present:** Interim City Manager/Finance Director Shari Howell, Interim City Clerk Kathy Combass, Police Chief Aaron Angell, Assistant Police Chief Marci VanD'Huynslager, Utilities Director Danny Williams, Code Enforcement Officer Debbie McNeil, City Engineer Andy Tilton and City Attorney Gary Brandenburg.

**Visitors Present:** Nicole Reid, Bubba Wade, Mike Ellis, Donnie Hughes, Terry Gardner, Raoul Bataller and Antonio Perez.

**ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA - none**

1. **Resolution No. 2019-21** – Resolution No. 2019-21 approves the Contract between the City of Clewiston and WGI for structural engineering services for the C-21 Bridge Project.

Interim Manager Howell reviewed the project with the Commission. She explained that the first deliverable was for the location and was previously determined and the second deliverable is for the bridge plans. She stated the South Florida Water Management District is ready to review the preliminary drawings which need to be signed and sealed before they are complete. She added that more information is needed from the structural engineer in order to begin the review and this contract is needed in order to move forward with the grant.

Mayor Gardner summarized and read Resolution No. 2019-21 by title. City Attorney Gary Brandenburg explained that according to Florida Statutes, when there is a new project that meets a certain threshold, the engineering has to be advertised and there has to be a competitive negotiation process to hire that engineer. He stated that process was not done in this case; the City's former City Engineer had previously hired a subconsultant to do this structural work. He also stated that we have found out that the structural engineer is owed a balance of approximately \$125,000 for their work on the project and suggested that the City enter into an agreement with them to complete the project. He explained that even though they were not hired properly, they have done the work and are entitled to be paid. He stated that the plans have been submitted to the South Florida Water Management District and after the City enters into this contract and submits payment to them for the work they have done, there would no reason for them not to supply as many signed and sealed drawings as we need. There was a general discussion regarding the location and look of the bridge. Commissioner McGahee asked if railing could be added on the sides of the bridge where the concrete walls are located. Engineer Tilton stated that WGI's design is fairly well done but agreed to ask to see if that could be done. Mayor Gardner stated that her recollection was that a location was approved but was dependent upon the U.S. Army Corps of Engineers looking at some things that could possibly change the location. She also stated that her understanding is that the bridge construction cannot begin until the cutoff wall is complete. Mayor Gardner asked if WGI had been paid for Deliverable 1. Attorney Brandenburg stated that his understanding is that they have been paid \$11,500 for Deliverable 1. Interim Manager Howell stated that the City has not directly paid them but we have a statement that they have been paid. Attorney Brandenburg then explained that Deliverable 3 in the amount of \$5,500 is for WGI's responses to South Florida Water Management District's questions they may have. He stated that the City will only be charged for what they actually do. Commissioner McGahee asked if the grant allows the City to pay Johnson Engineering for what they are proposing. Attorney Brandenburg said the grant does not specify who gets paid the money; hiring WGI is covered by the grant and hiring Johnson Engineering to move the project forward will also be covered under that grant up to the maximum grant amount and when we reach the maximum grant amount, if the City does not want to supplement it

with other monies, then at that point, we are going to have to issue a stop work order to Johnson Engineering and everybody else working on the project until you get additional funding. Commissioner McGahee asked if Johnson Engineering's proposed contract can be reimbursed from the \$350,000 grant. Attorney Brandenburg stated that was his understanding and Interim Manager Howell agreed. Interim Manager Howell explained that this is the technical services grant to do the location and plans and file the permits and stated that the City is seeking funding sources to build the bridge. She stated that it is her understanding that the permits have renewals in case more time was needed. Attorney Brandenburg stated that the City paid the engineer for Deliverable 1 and the engineer paid WGI. Interim Manager Howell stated that we have the digital records of Deliverable 1 and the preliminary drawings of Deliverable 2 which is everything that South Florida Water Management District has. Commissioner McGahee asked if the City had received any further invoicing from Johnson-Prewitt & Associates. Interim Manager Howell explained that an invoice for something else attached to a statement showing the \$300,000 amount was received today. Commissioner McGahee expressed that she wanted to make sure that we do not pay double. Attorney Brandenburg stated that once the City's prior engineer provides the necessary work order and all the necessary billing and backup, the City would review it and determine if anything was due them at that point. He then clarified that WGI has not received payment for their work other than the payment for Deliverable 1. Vice Mayor Atkinson asked Interim Manager Howell to reach out to Johnson-Prewitt & Associates to make sure that they only paid \$11,500 to WGI. Interim Manager Howell stated that we know that is the amount they received because we have WGI's accounts receivable ledger. Mayor Gardner stated that she believes there is a certain date that things had to be given to the City. Attorney Brandenburg stated that when the prior engineer was terminated, under the contract, you have to give 10 days' notice of termination and we gave them notice of termination in 10 days. He explained that there is no rule or law with regard to when they have to submit for payment of their bills but the longer they wait, the more difficult time it is going to be for them to get paid. He stated that when they submit their invoice and the proper backup, the City will submit the payment.

**Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-21. Vote 5 yeas, 0 nays**

2. **Resolution No. 2019-22** – Resolution No. 2019-22 approves the Work Order from Johnson Engineering, Inc. for technical services for the C-21 Bridge Project.

**Exhibit:** Agenda Item Report No. 2

**Recommendation:** Recommended motion is to approve Resolution No. 2019-22.

Mayor Gardner summarized and read Resolution No. 2019-22 by title. Attorney Brandenburg stated the amount of this work order is an estimate; it may be that the work for this phase will be much less than the estimate. He stated that backup for the time and people that work on this project will need to be provided with their invoice. Mayor Gardner requested that the Work Order form be modified to reflect that the City Manager is recommending approval and the Mayor is approving the Work Order.

**Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-22. Vote 5 yeas, 0 nays**

3. **Resolution No. 2019-23** – Resolution No. 2019-23 approves the Wireless Services Agreement between Harris Corporation and the City of Clewiston for a license to access the voice communication radio portion of the wireless network for use in certain areas in the State of Florida.

Mayor Gardner summarized and read Resolution No. 2019-23 by title. Attorney Brandenburg confirmed that he has reviewed the agreement and noted that there are markups made by him in the attached agreement. He explained that the only reason this agreement is needed is so that we can get the two radios that we need to hook into their system to see if they work and if Motorola can make it work on the Harris system. He explained that he marked up the language in paragraphs 3 and 10 of the agreement regarding the equipment in Exhibit C because the City is not going to agree to buy something that we haven't seen or priced. He also explained that because it could take a long time for their legal department to review those changes to the agreement, he recommends that we approve their contract and mark Exhibit C "not applicable". Police Chief Angell confirmed that this agreement is

needed in place in order to get the two radios to test the alternative solution that we have identified that may help us move forward with this project.

**Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-23. Vote 5 yeas, 0 nays**

4. **General Discussion on the C-21 Bridge Project** – Mayor Gardner stated that we should know by late Tuesday or early Wednesday morning exactly where we are at on the funding for this project. She also stated that the City’s lobbyist, Screven Watson, said that he will contact us if any additional information or letters of support are needed to get the request to the Governor’s desk.

Interim Manager Howell stated that she would like to give an update on the grant. She informed the Commission that before the April 26 deadline, she asked for an extension to July 31. She stated that the amendment will come to the Commission for approval once it is received and noted that deadline is for all three deliverables. Attorney Brandenburg stated that we need to check with the District to make sure that the City is not required to spend all the money prior to that deadline date in order to be reimbursed. Manager Howell stated that she discussed that with them but agreed to double check. She stated that this will be the third extension and when she asked what would happen if another extension was needed, she was told that they did not see any issues but we have to ask. She also stated that they just want to see us get this project done and get the grant closed. Commissioner Rodriguez stated he is concerned as to why we are unable to meet those deadlines. Attorney Brandenburg said it may be helpful to ask the new engineering company to provide a timeline for this project that could be placed on the next meeting agenda. City Engineer Andy Tilton said he will be glad to provide a timeline but he is sure that we will not receive all the permits by July 31. He then confirmed that he will not only be the City’s point person but will also be the project manager for this project. Vice Mayor Atkinson then asked how the funding will be approved this year if the project is not going to be done this year. Mayor Gardner stated that Mr. Watson realizes there is a timeframe involved. She said that she feels that is taken into consideration because we don’t have a choice if the federal government says that we can’t start this project until another project is complete.

**PUBLIC COMMENTS** - none

**COMMENTS FROM CITY MANAGER** - none

**COMMENTS FROM CITY ATTORNEY** - none

**COMMENTS FROM THE CITY COMMISSION** – Mayor Gardner announced that the community is welcome to attend the annual National Day of Prayer on Thursday at noon in the City Park.

**ADJOURNMENT**

The meeting adjourned at 5:05 p.m.

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Mali Gardner, Mayor

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Mary K. Combass, Interim City Clerk