CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, February 17, 2020 – 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

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

1. **Consent Agenda**
   A. *City Commission Workshop Minutes – November 13, 2019*
   B. *City Commission Meeting Minutes – November 18, 2019*
   C. *Resolution No. 2020-10 – Budget Amendments for FY 2019-2020*
   D. *Resolution No. 2020-11 – Memorandum of Law and Partial Settlement Agreement and Mutual Release*
   E. *Event Application – Hope for Huntington's Disease 5K – May 16, 2020*
   F. *Event Application – Sugar Festival – March 20-21, 2020*
   G. *Proclamation – Sugarcane Farmers Appreciation Week – March 16-22, 2020*
   Exhibit: Agenda Item No. 1A-G
   Recommendation: Recommended motion is to approve the consent agenda.

Presentation of Proclamation – Sugarcane Farmers Appreciation Week

PUBLIC HEARING

2. **Public Hearing (5:00 p.m.) –** Request from B.A. Hospitality, LLC for approval of the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.
   Exhibit: Agenda Item No. 2
   Recommendation: Recommended motion is to approve the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

RESOLUTIONS

3. **Resolution No. 2020-12** – Resolution No. 2020-12 approves emergency repairs, including the purchase of parts, to the City's sewer system.
   Exhibit: Agenda Item No. 3
   Recommendation: Recommended motion is approve Resolution No. 2020-12.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

4. **Consideration of Lien Waiver – 427 E. Alverdez Ave.**
   Exhibit: Agenda Item No. 4
   Recommendation: City Manager recommends the City Commission approve Option 1 which is to waive interest and penalties in conjunction with receipt of proceeds from County sale and apply proceeds to principal – property owner would be responsible for the remaining principal balance: $531.09.

5. **Advanced Metering Infrastructure Benefit-Cost Analysis** – This Benefit-Cost Analysis (BCA) for the Advanced Metering Infrastructure project was requested by the Commission at the October 14, 2019 workshop, and was included in the scope of services for phase 1 of the AMI deployment, approved by Resolution No. 2019-75.
   Exhibit: Agenda Item No. 5
   Recommendation: City Manager recommends proceeding with the next steps to complete remaining elements of the Phase 1 AMI deployment contract.

6. **City Manager Recommendation to amend the City's Code of Ordinances regarding driveway aprons that remain unpaved and unconstructed.**
   Exhibit: Agenda Item No. 6
   Recommendation: City Manager recommends the City Commission by motion request a revised ordinance to opt to include the upgrades on unpaved and unconstructed driveway aprons when projects are undertaken by the City on affected street sections or as individual property owners are required by other code provisions to do so. City Manager further recommends the City Commission refrain from establishing an arbitrary deadline until a funding mechanism is in place to ensure compliance.

7. **City Manager Recommendation regarding the cooperative relationship with Hendry County for library services.**
   Exhibit: Agenda Item No. 7
   Recommendation: City Manager recommends the City Commission by motion state its desire and intent to continue in the cooperative relationship with Hendry County for library services that we have enjoyed for the past decade and that the City endorse Hendry

County joining the multi-county cooperative to access additional state funding. City Manager further recommends the City Commission authorize him as city manager to continue to work cooperatively with Hendry County officials and the other participating county representatives to ensure that a fair and equitable cooperative agreement is crafted between the participating counties that is consistent with the Hendry County and City of Clewiston cooperative agreement recognizing that the current county and city agreement will need to be amended as necessary which will require the local agreement to come back to the City Commission for formal action when necessary amendments are finalized.

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

Comments from City Manager – City Manager will have a recommendation on the storm shutter regulations at the March 16, 2020 Commission Meeting.

Comments from City Attorney

Comments from the City Commission

Adjournment

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

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

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

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

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Wednesday, November 13, 2019

The City of Clewiston City Commission held their regular workshop in the City Hall Commission Chambers, Wednesday, November 13, 2019. The meeting was called to order at 5:03 p.m. by Mayor Gardner.

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

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA – none

PUBLIC COMMENTS - none

DISCUSSION ITEMS (Tentative November 18, 2019 City Commission Meeting Agenda Items):

1. **2019 T-1 Transmission Line Repair Project Final Payment** – Irby Construction Company has completed the #1 transmission line repairs and upgrades and has requested final payment in the amount of $5,000.

   Utilities Director Danny Williams confirmed that there are no issues and he is happy with the job. It was agreed that this item will be placed on the Consent Agenda for the November 18, 2019 Commission Meeting.

2. **Amendment No. 3 to Agreement No. 4600003609 between the South Florida Water Management District and the City of Clewiston** – Amendment No. 3 extends the period of performance to March 31, 2020 and revises the Payment and Deliverable Schedule of the Agreement regarding the new C-21 Bridge.

   Commissioner McGahee asked if this amendment was for deliverable deadlines and if Task 2 had been delivered. Director Howell responded that this amendment is regarding deliverables and we have not fully delivered Task 2. Manager Martin confirmed that we are on track to have that work complete by March 31, 2020. He stated that this item will be on the Consent Agenda for the November 18, 2019 Commission Meeting unless City Attorney Brandenburg has any concerns. Attorney Brandenburg expressed that he had no concerns. In response to Vice Mayor Atkinson's question as to when discussions on the bridge will begin, Manager Martin stated that he intends to have an update on the status at the December Commission Meeting.

3. **All-Requirements Project Solar Energy Participation Agreement** – This agreement is calendared for action at the November 18, 2019 City Commission Meeting.

Manager Martin reminded the Commission that they directed this matter to be on the November agenda. He stated that FMPA representatives will be here at 4:00 p.m. and will also be at the November 18, 2019 Commission Meeting to answer any questions and give an update on other units' participation. He also stated that, unless a special meeting is scheduled, a decision on whether we are going to participate will need to be made at the November 18, 2019 Commission Meeting because the December meeting is scheduled after the deadline. Mayor Gardner stated that she is struggling on what the benefit is for the City. Manager Martin stated that the FMPA representatives can tell you the exact quote in the individual meetings so that you would have an indication of what the actual impact per customer per thousand kilowatt hours will be. It was noted this agreement is a 20 year commitment with two five year extensions. Utilities Director Danny Williams expressed that he feels it would be a good feature for the City. Commissioner McGahee stated she feels there is not enough development in the City at this time. Commissioner Petersen noted that this may be something that we need to look at if we are looking at possible expansion or annexation. Manager Martin stated that there is no capital cost to the City to participate. He also stated that if it produces a net savings, customers may object if the City does not participate. Commissioner McGahee stated that there is no savings there for the customers based on everything that she has read. She also stated that there are so many unknowns. Manager Martin stated that FMPA will be able to tell you the negotiated rate if the FMPA Board approves it in December and if that fixed rate produces a savings, he thinks the Commission needs to be aware of that and make an informed decision. Commissioner McGahee asked why take such a risk when we can always get in on a later day. Manager Martin stated that this may be our only opportunity as there may not be a future phase if the tax credits are not extended. After further discussion, Mayor Gardner asked Manager Martin to make sure the 20 year rate is for the life of the agreement and find out who signed on and who declined before the November 18, 2019 Commission Meeting. Commissioner Rodriguez stated that he agrees with Commissioner McGahee and expressed that he is concerned with how it may affect the City in the future. Mayor Gardner raised questions about the tax credit. Manager Martin stated that he believes it expires at the end of the year and agreed to confirm that. Compliance Manager Lynne Mila agreed to get more information about the expiration. Commissioner McGahee then raised questions regarding fees paid to FMPA and the City's liability if FMPA fails and where it is reported on the City's financials. Manager Martin stated that the City does not pay any annual fee as an all-requirements community. Compliance Manager Mila explained that FMEA is an agency that forms these projects and sells us the power. Manager Martin added that FMEA is a membership association of all the communities, the membership fee is almost $17,000 and the City's only obligation to FMPA is to buy power from them. City Attorney Gary Brandenburg explained that if the group fails, the City is on the hook for the percentage of the respective failure and your percentage participation. Mayor Gardner suggested that Commissioner McGahee listen in on the FMPA meetings. Compliance Manager Mila agreed to send the Commission a calendar of their meetings for next year. Manager Martin agreed to try to get answers to the questions asked today before the November 18, 2019 Commission Meeting.

4. **Request to apply for State of Florida, Florida Department of Transportation (FDOT) Florida's Safe Route to School Infrastructure Grant** – The Safe Route to School Infrastructure Program seeks solutions that will advance walking and biking to our schools. The program is 100% funded and managed through the FDOT on a cost-reimbursement basis. Florida has $7 million in SRTS funds for this competitive grant cycle, and FDOT will select two applicants from FDOT District 1 (our district). The total estimated cost for the project is between $500,000 and $600,000. The estimated administrative cost is $30,000 (5%) plus maintenance of the sidewalks.

   Manager Martin opened the discussion and explained that this grant will allow us to fill in the gaps of missing pieces of our sidewalk infrastructure. Mayor Gardner raised questions as to whether DOT would consider improving the crossings on US Highway 27 at Lopez Street and at Berner Road because of the potential increase of pedestrian traffic. Public Works Director Sean Scheffler stated that the sidewalks on US Highway 27 are not included in this grant and reviewed the sidewalk locations selected for this grant with the Commission. Manager Martin stated that a clear map of the exact sidewalk locations in this application is needed for the Commission. The Commission requested that a sidewalk by Tractor Supply be included. Compliance Manager Lynne Mila reviewed the grant selection process with the Commission. After discussion, Mayor Gardner asked Manager Martin to include the City's concern with DOT's contracting work in the City on his list of items to discuss with DOT. Commissioner McGahee expressed her concern for the safety of those people in wheelchairs being wheeled from the nursing home to the doctor's offices. Police Sergeant Buffie McLeod came forward and stated that she feels another safety concern the school kids crossing US Highway 27 at McDonalds. Director Scheffler stated that he is a member of the Heartland Regional Transportation Advisor Committee and has previously brought up his concern to the committee with the safety of school children crossing US Highway 27 at Lopez Street. He stated a highway safety audit was done but he feels that because uniformed people were standing at the intersection, no students crossed the highway at that time so nothing was done. Mayor Gardner asked Manager Martin to add this safety concern to his list of items to discuss with DOT. She noted the speed limit increases to 40 mph on US Highway 27 at Lopez Street and asked Manager Martin to also add that concern to his list for DOT. Manager Martin asked Director Scheffler to prepare a map showing the exact locations selected for this grant for the November 18, 2019 Commission Meeting Agenda.

5. **City of Clewiston Comprehensive Emergency Management Plan** – Tentative

   Manager Martin stated the last major update to the City's Comprehensive Emergency Management Plan was in 2013. He also stated that City Attorney Brandenburg has put together a plan and provided a draft of the most recent update. He further stated that he has shared the plan with the department heads and would like to accomplish the update to our plan before the next hurricane season. Community Development Director Travis Reese came forward and stated that there is a checklist that tells us what has to be in the plan and if your municipality has public safety, you have to follow your county's plan or have your own. He also stated that there is a 2020 update from the state which he has not had a chance to review yet. Mayor Gardner stated that she wants to make sure that we can sustain on our own and follow what the state says. Attorney Brandenburg stated he feels the current plan was difficult

to follow, had numerous errors and did not have a clear chain of command. He also recommended the Commission move forward in adopting a new plan. Director Reese noted the 2013 plan was compliant at the time. Manager Martin agreed to take the lead and get with Commissioner Petersen, Director Reese and Attorney Brandenburg to get the plan ready for the December agenda. Mayor Gardner asked Interim Clerk Combass to find out when the 2013 plan was approved by the City Commission.

6. **Request to Commission to Appoint Auditor Selection Committee –** City Manager Randy Martin requests the City Commission to appoint an Auditor Selection Committee to assist in the selection of an auditor to conduct the City's annual financial audit. The Committee must consist of at least three members. One member must be a member of the City Commission, who shall serve as the chair of the committee.

   Manager Martin opened the discussion and stated that we need to move forward with the selection of the committee as soon as possible. Attorney Brandenburg stated the Commission could use whatever process they want to choose the members. Commissioner Rodriguez nominated Commissioner McGahee to serve as the chair of the committee and Commissioner Petersen seconded that nomination. Commissioner McGahee was chosen by the Commission to serve as the chair of the committee. Mayor Gardner asked each Commissioner to provide names of potential committee members to Manager Martin before Monday's meeting. She added that she would like the members of the committee to be business people who have not served on any other City committees. She then asked Interim Clerk Combass to send a copy of the City Charter to the Commission so that they are all clear on the requirements for committee members.

7. **Request to Schedule Attorney/Client Meeting –** City Attorney Gary Brandenburg requests the City Commission schedule an Attorney/Client Meeting for the December 16, 2019 City Commission Meeting regarding the matter of Clewiston Commons v. City of Clewiston, et al.

NOTE: The Public Hearing or second reading of Ordinance No. 2019-09 abandoning a portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue has been rescheduled to the December 16, 2019 Commission Meeting when the survey is complete.

COMMENTS FROM CITY MANAGER – Manager Martin stated that there may be a budget resolution on the November 18, 2019 Agenda.

COMMENTS FROM THE CITY ATTORNEY – Attorney Brandenburg stated that he may be asking for a discussion regarding possibly amending the City's complaint in the City of Clewiston v. Johnson-Prewitt & Associates, Inc. matter under his comments at the November 18, 2019 Commission Meeting.

COMMENTS FROM THE CITY COMMISSION - none

ADJOURNMENT

No official action was taken on any item.

The Workshop adjourned at 6:31 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
November 18, 2019

The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, November 18, 2019. The meeting was called to order at 5:00 p.m. by Mayor Gardner. Reverend Geraldine Miller of New Bethel AME Church on behalf of the Clewiston Ministerial Association gave the invocation and the audience joined in reciting 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: City Manager Randy Martin, Interim City Clerk Kathy Combass, Finance Director Shari Howell, Utilities Director Danny Williams, Compliance Manager Lynne Mila, Public Works Director Sean Scheffler, Police Chief Aaron Angell, Assistant Police Chief Marci VanD'Huynslager, Community Development Director Travis Reese, City Engineer Andy Tilton and City Attorney Gary Brandenburg.

Visitors Present: Steve Schneider, Pepe Lopez, Christine Howell, Geraldine Miller, Matt Beatty, Donnie Hughes, Asa and Betty Godsey, Laura Smith, Jerry Cochrane and Antonio Perez.

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA – Manager Martin stated there is the addition of an event application from the Clewiston Elks for a Turkey Shoot to be considered for approval. Mayor Gardner stated that the application will be added as Agenda Item 6A.

PUBLIC COMMENTS – None

ANNUAL SECURIAN PENSION PLAN UPDATE – Gloria Rosen – Ms. Rosen presented the pension plan update to the Commission. She stated the investment gain on the retirement plan from August 21, 2013 through November 8, 2019 was $5,858,088.97. She then reviewed the actuarial report and noted that the recommended contribution requirement as of the end of year is $47,861 compared to $79,681 for last year because of how well the funds have done. Ms. Rosen introduced Jeff Reuber, Securian Managed Assets Investment Manager. Mr. Reuber came forward and answered questions from the Commission. He stated that the City had a pretty healthy return for the plan year that ended 9/30/2019 and confirmed that no changes will be made in any of the investments as they are all performing in line with their expectations.

1. **Consent Agenda**
   A. *City Commission Budget Workshop Minutes – July 29, 2019*
   B. *Certificate of Completion of Institute for Elected Municipal Officials – Commissioner Melanie McGahee*
   C. *Declaration of Surplus Equipment – 2012 Freightliner Bucket Truck, VIN 1FVACXDT6CHBR7083*

D. Resolution No. 2019-77
E. Resolution No. 2019-78

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve the Consent Agenda. Vote 5 yeas, 0 nays

RESOLUTIONS

2. **Resolution No. 2019-79 –** Resolution No. 2019-79 approves the All-Requirements Project Solar Energy Participation Agreement between the City of Clewiston and Florida Municipal Power Agency All-Requirements Power Supply Project.

Manager Martin summarized Resolution No. 2019-79 and noted that there is an FMPA representative here tonight if anyone has any questions. Compliance Manager Lynne Mila introduced Chris Gowder of FMPA to the Commission. Mayor Gardner expressed her appreciation to Mr. Gowder for bringing this information to the Commission. She asked why three municipalities withdrew from the project. Mr. Gowder explained that those municipalities were all participants in the first phase and retained the same consultant to do an analysis of their power supply portfolio. He stated that he feels the reason they withdrew was because of the way the consultant analyzed the value of their energy range. Commissioner McGahee expressed that she is not comfortable with this agreement and does not see the benefit to the City. Manager Martin stated that management recommends approval if we want solar in our portfolio. Mayor Gardner read Resolution No. 2019-79 by title.

Commissioner Petersen made a motion to approve Resolution No. 2019-79. The motion died for lack of a second.

3. **Resolution No. 2019-80 –** Resolution No. 2019-80 authorizes the Mayor or her designated representative to apply for a State of Florida, Department of Transportation (FDOT) Florida's Safe Route to School Infrastructure Grant and enter into an agreement with FDOT.

Manager Martin reviewed the grant and Public Works Director Sean Scheffler reviewed the application process with the Commission. Director Scheffler noted that questionnaires will be distributed to two elementary schools. Manager Martin confirmed that we will be asking for support from Hendry County and the schools. Commissioner McGahee stated that she would like to see the application once it is completed and requested that it be shared with the Commission. She then asked why we wouldn't consider doing the project ourselves since these are just simple sidewalks and we could do it for a lot less money. Director Scheffler stated that FDOT considers other factors which cause the price to go up. Commissioner McGahee said that in her opinion these look like simple sidewalks and saw that there was an option for us to bid the project. Manager Martin agreed to verify that and stated that this is just an estimate and hopefully the bids will be much more reasonable. Mayor Gardner asked if we would be able to add on to the project with additional sidewalks if the bids are lower as there are some priority issues with pedestrian crossings to school areas. Manager Martin stated that we could ask. Director Scheffler stated that the pedestrian areas may need to be

addressed at a higher level. Manager Martin stated that he and Director Scheffler will follow up with the Commission on those pedestrian areas. City Engineer Andy Tilton came forward and stated that FDOT has a set of rules and regulations and noted that other issues they look at could be drainage and elevation which would be highly reviewed. Compliance Manager Mila confirmed the application is due the end of December. Commissioner McGahee requested that a preliminary view of the grant application be placed on the December 16, 2019 Commission Meeting.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2019-80. Vote 5 yeas, 0 nays

4. **Resolution No. 2019-81 –** Resolution No. 2019-81 adopts amendments to the Budget for FY 2019.

Manager Martin summarized Resolution No. 2019-81. Mayor Gardner read Resolution No. 2019-81 by title. Commissioner McGahee raised questions on Budget Amendments 8, 9 and 10. Finance Director Shari Howell stated that Budget Amendments 8 and 9 are grants for bulletproof vests and Budget Amendment 10 is for tutoring that is funded with some left over funding from an old grant that funded the Library's IHELP Tutoring Program .

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2019-81. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

5. **Request to Commission to Appoint Auditor Selection Committee –** City Manager Randy Martin requests the City Commission appoint an Auditor Selection Committee to assist in the selection of an auditor to conduct the City's annual financial audit.

Manager Martin summarized the auditor selection process. He stated that as it was discussed at the November 13, 2019 Commission Workshop, seven names were submitted to him and based on a check by the City Clerk, the six who qualify for consideration are Jose "Pepe" Lopez, Mark Dietz, Elaine Wood, Barbara Edmonds, Jeff Smith and Jeff Barwick. He then reminded the Commission that Commissioner McGahee was selected to serve as the Commission representative that will chair the committee and at least two more representatives need to be selected. He recommended the Commission limit the citizen appointees to four because of the limited purpose of this committee. He also recommended there be an odd number of appointees to avoid the possibility of a tie. Commissioner Rodriguez suggested that each commissioner other than Commissioner McGahee, nominate an individual for a five-member committee. Mayor Gardner nominated Elaine Wood; Commissioner Rodriguez nominated Pepe Lopez; Commissioner Petersen nominated Mark Dietz; and Vice Mayor Atkinson nominated Jeff Smith.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve the appointment of Elaine Wood, Pepe Lopez, Mark Dietz and Jeff Smith to the Auditor Selection Committee. Vote 5 yeas, 0 nays

Before the vote, Commissioner McGahee asked if those nominated were in favor of serving on the committee and it was confirmed that everyone was willing to serve.

6. **Request to Schedule Attorney/Client Meeting –** City Attorney Gary Brandenburg requests the City Commission schedule an Attorney/Client Meeting for the December 16, 2019 City Commission Meeting regarding the matter of Clewiston Commons v. City of Clewiston, et al.

City Attorney Brandenburg requested an Attorney/Client meeting be scheduled for the December 16, 2019 City Commission Meeting regarding the Clewiston Commons v. City of Clewiston case. He stated the persons present at the meeting will be the City Commissioners, City Manager, a court reporter, himself and Attorney Robert Shearman.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez to schedule an Attorney/Client meeting as requested by City Attorney Gary Brandenburg during the December 16, 2019 Commission Meeting. Vote 5 yeas, 0 nays

6A. Request for Approval of the Clewiston Elks Turkey Shoot Event Application

Vice Mayor Atkinson abstained from discussion and voting on this request. Community Development Director Travis Reese explained that the reason an event application is needed for this event is because there will be a discharge of firearms. He confirmed there is no objection to the request.

Commissioner Rodriguez made a motion, seconded by Commissioner Petersen, to approve the Clewiston Elks Turkey Shoot Event Application. Vote 4 yeas, 0 nays (Vice Mayor Atkinson abstained.)

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

COMMENTS FROM CITY MANAGER – Manager Martin reminded the Commission that there is a need to formalize our goals and priorities for the coming year and asked them to provide information to him by December. Mayor Gardner expressed that she would like to have a workshop to set those goals and priorities. She requested that a date for the workshop be scheduled for January 2020 at the December 16, 2019 Commission Meeting.

COMMENTS FROM THE CITY ATTORNEY – At the November 13, 2019 Commission Workshop, Attorney Gary Brandenburg informed the Commission that he may be asking the Commission for discussion to possibly amend the complaint in the City of Clewiston v. Johnson-Prewitt & Associates, Inc. matter.

Attorney Brandenburg stated that the City was allocated $350,000 for design of the C-21 Bridge Project and it has now come to our attention that the project will be over budget by at least $120,000. He also stated the design standards that were used were wrong and the former city manager testified under oath that he exclusively relied on Johnson-Prewitt & Associates for

those types of decisions and because of that he believes we are going to have to amend our complaint to include that potential professional negligence regarding the standards under which the bridge was designed. He asked the Commission's permission to proceed forward. Commissioner McGahee asked if Attorney Brandenburg could request another attorney/client meeting for this matter so that they can look at some of the answers to the questions that were asked at the last attorney/client meeting so that they would be able to make a better determination on proceeding. Attorney Brandenburg stated that an attorney/client meeting could be scheduled for the December 16, 2019 Commission Meeting and those in attendance would be the City Commissioners, City Manager, a court reporter and himself.

Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson to schedule an Attorney/Client Meeting during the December 16, 2019 City Commission Meeting. Vote 5 yeas, 0 nays

Attorney Brandenburg requested the Commission provide questions to him in advance.

COMMENTS FROM THE CITY COMMISSION – Mayor Gardner stated that she wanted to let the community know how proud she is of the students that attended the South Florida Water Management District Meeting last week. She noted that some of the groups of students in attendance were the Clewiston High School FFA and Public Safety Academy. She stated they were all well behaved and those who spoke at the meeting did a wonderful job in representing the community. She expressed her appreciation to Commissioner Petersen and the other teachers for their work with the students. Next, she announced that the Clewiston Museum is hosting Clewiston History with Donnie Drake on Thursday night at 7:00 p.m. for those who are interested in learning about the history of Clewiston. She then wished everyone a Happy Thanksgiving.

Commissioner Rodriguez asked if there were plans for a tour or ribbon cutting for the new police station. Manager Martin stated that no date has been scheduled but that is the plan once everything on the punch list is taken care of.

Commissioner Rodriguez and Vice Mayor Atkinson each wished everyone a Happy Thanksgiving.

ADJOURNMENT

The meeting adjourned at 6:01 p.m.

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Mali Gardner, Mayor

_____
Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT C
Commission Meeting Date: February 17, 2020

Subject: Resolution No. 2020-10

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1. **Background/History**: Resolution No. 2020-10 adopts amendments to the budget for FY 2019-2020 as follows:

   General Fund
   Budget Amendment 11 – Federal Justice Assistance Grant (JAG) Award No. 2019-DJ-BX-0666, via Hendry County interlocal agreement, for "Mobile Communications Upgrade" Project (Res. 2020-07, approved 1/27/2020) - $5,854

   Budget Amendment 12 – Budget Transfer for merit distribution for the City's 2019 Employees of the Year - $1,688

   Electric Fund
   Budget Amendment 12 – Budget Transfer for merit distribution for the City's 2019 Employees of the Year - $2,330

   Budget Amendment 13 – Budget Transfer – use of budgeted contingency to support funding of the City's Advanced Metering Infrastructure (AMI) Deployment – Phase 1 (Res. 2019-75, approved 9/26/2019) - $6,818

   Water Sewer Fund
   Budget Amendment 13 – Budget Transfer – use of budgeted contingency to support funding of the City's Advanced Metering Infrastructure (AMI) Deployment – Phase 1 (Res. 2019-75, approved 9/26/2019) - $6,818

   Budget Amendment 14 – State Funding Award – FL Department of Environmental Protection Agreement No. LPA0006 for the "Clewiston Storm Spill Prevention Project" (Res. 2020-02, approved 1/27/2020) - $381,032

2. **Financial Impact**: $404,540 (Increase - $386,886)

3. **Attachments:**
   a. Resolution No. 2020-10
   b. Budget Amendments 11-14

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-10.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ADOPTING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019 - 2020; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clewiston, Florida, must adopt amendments to the budget for the fiscal year 2019-2020, and

WHEREAS, it is necessary that revenues and appropriations be made for said fiscal year as shown by the following budget amendments summarized here and attached and made a part hereof:

Summary of Budget Amendments
City of Clewiston
Fiscal Year 2019 - 2020

General Fund 001

Amendment 11) **Federal Justice Assistance Grant (JAG) Award No. 2019-DJ-BX-0666, via Hendry County interlocal agreement for "Mobile Communications Upgrade" Project**

$5,854

Amendment 12) **Budget Transfer – Distribute Merit Pay for 2019 "Employees of the Year"**

$1,688

Electric Fund 410

Amendment 12) **Budget Transfer – Distribute Merit Pay for 2019 "Employees of the Year"**

$2,330

Amendment 13) **Budget Transfer – use of budgeted contingency to support funding of the City's Advanced Metering Infrastructure (AMI) Deployment - Phase 1**

$6,818

Water Sewer Fund 420

Amendment 13) **Budget Transfer – use of budgeted contingency to support funding of the City's Advanced Metering Infrastructure (AMI) Deployment - Phase 1**

$6,818

Amendment 14) **State Funding Award – FL Department of Environmental Protection Agreement No. LPA0006 for the "Clewiston Storm Spill Prevention Project"**

$381,032

WHEREAS, Section 166.241(2), Florida Statutes requires that appropriations for said fiscal year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, Section 166.241(4)(c), Florida Statutes requires that the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, Section 166.241(5), Florida Statutes requires that "If the governing body of a municipality amends the budget pursuant to paragraph (4)(c), the adopted amendment must be posted on the official website of the municipality within 5 days after adoption".

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

Section 1. The amendments as summarized above and attached and made part hereof are hereby adopted for the Fiscal Year 2019-2020, effective October 1, 2019.

Section 2. This Resolution and the attached amendments are to be posted on the city's website Clewiston-fl.gov within five (5) days after adoption.

PASSED AND ADOPTED in open session this 17th day of February 2020.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, Interim City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

City of Clewiston **BUDGET AMENDMENT - 11** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001	0000	331216		Fed-2019-DJ-BX-0666	0	5,854	5,854
001	4056	564000		Capital	0	5,854	5,854
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					0	11,709	11,709

Comments: Federal Justice Assistance (JAG) Funding Award through Hendry County Interlocal Agreement - Award No. 2019-DJ-BX-0666 for "Mobile Communications Upgrade". Re: Res. 2020-07, approved 1/27/2020

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 12** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001	1020	512002		Merit Pay	16,969	(1,688)	15,281
001	4040	512000		Police - Regular Salaries	926,551	670	927,221
001	4040	521000		Police - Fica	81,503	51	81,554
001	4040	522000		Police - Retirement	218,018	40	218,058
001	4040	522500		Police - Deferred Comp 457 Plan	27,275	20	27,295
001	4040	523002		Police - Life Ins.	5,050	4	5,054
001	4040	523003		Police - AD & D Ins.	630	1	631
001	4040	526000		Police - Long Term Disability Ins.	4,794	4	4,798
001	4074	512000		Animal Control - Regular Salaries	72,816	75	72,891
001	4074	521000		Animal Control - Fica	6,149	6	6,155
001	4074	522000		Animal Control - Retirement	4,171	5	4,176
001	4074	522500		Animal Control - Deferred Comp 457	1,723	2	1,725
001	4074	523002		Animal Control - Life Ins.	334	1	335
001	4074	523003		Animal Control - AD & D Ins.	42	1	43
001	4074	526000		Animal Control - Long Term Disability Ins.	316	1	317
001	7073	512000		Streets - Regular Salaries	117,105	684	117,789
001	7073	521000		Streets - Fica	9,010	52	9,062
001	7073	522000		Streets - Retirement	6,941	41	6,982
001	7073	522500		Streets - Deferred Comp 457 Plan	3,471	21	3,492
001	7073	523002		Streets - Life Ins.	668	4	672
001	7073	523003		Streets - AD & D Ins.	84	1	85
001	7073	526000		Streets - Long Term Disability Ins.	636	4	640
*Use when Increasing or Decreasing **Budget** for entire Department.					1,504,256	0	1,504,256

Comments: BUDGET TRANSFER - Dstribute Merit Pay for "Employees of the Year"

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 12** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
410	2030	512002		Merit Pay	5,432	(2,330)	3,102
410	2009	512000		Electric Trans. - Regular Salaries	33,980	198	34,178
410	2009	521000		Electric Trans - Fica	2,918	15	2,933
410	2009	522000		Electric Trans - Retirement	1,926	12	1,938
410	2009	522500		Electric Trans - Deferred Comp 457 Plan	963	6	969
410	2009	523002		Electric Trans - Life Ins.	186	1	187
410	2009	523003		Electric Trans - AD & D Ins.	23	0	23
410	2009	526000		Electric Trans - Long Term Disability Ins.	177	11	188
410	2010	512000		Electric Dist. - Regular Salaries	314,813	1,778	316,591
410	2010	521000		Electric Dist. - Fica	27,117	136	27,253
410	2010	522000		Electric Dist. - Retirement	17,683	107	17,790
410	2010	522500		Electric Dist. - Deferred Comp 457	8,841	53	8,894
410	2010	523002		Electric Dist. - Life Ins.	1,706	10	1,716
410	2010	523003		Electric Dist. - AD & D Ins.	213	1	214
410	2010	526000		Electric Dist. - Long Term Disability Ins.	1,621	1	1,622
							0
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					417,599	(0)	417,599

Comments: BUDGET TRANSFER - Dstribute Merit Pay for "Employees of the Year"

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 13** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
410	2025	534000		Contractual Services	44,000	6,818	50,818
410	2045	592000		Contingency Expenses	1,009,100	(6,818)	1,002,282
420	3025	534000		Contractual Services	44,000	6,818	50,818
420	3042	592000		Contingency Expenses	773,830	(6,818)	767,012
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					1,870,930	0	1,870,930

Comments: BUDGET TRANSFER - use of budgeted contingency to support funding of the City's Advanced Metering Infrastructure (AMI) Deployment - Phase I (approved - Res. 2019-75) / Budget includes $88,000 for this purpose, and the cost for Phase I is $101,635

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 14** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
420	0000	334810		DEP Agreement No. LPA 0006	0	381,032	381,032
420	3065	531500		Contractual Services	0	34,352	34,352
420	3065	564000		Capital	0	343,680	343,680
420	3065	552700		Operating	0	3,000	3,000
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					0	762,065	762,065

Comments: State Funding Award - DEP Agreement No. LPA0006 for the "Clewiston Storm Spill Prevention Project" (purchase of four (4) skid-mounted portable generators and a 100 kw backup generator that will be permanently installed at the City's wastewater treatment plant) - re: Res. 2020-02, approved 1/27/2020

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

RESOLUTION NO. 2020-11

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

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

WHEREAS, the City claimed the right to the records of Johnson-Prewitt & Associates, Inc. ("JPA") related to City projects and work undertaken by JPA while acting as City Engineer; and

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

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

SECTION 1. The Memorandum of Law Regarding the Attached Partial Settlement Agreement with Johnson-Prewitt & Associates, Inc. is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the attached Partial Settlement Agreement and Mutual Release.

PASSED AND ADOPTED in open session this 17th day of February, 2020.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

_____ _____

Mary K. Combass, Interim City Clerk **Mali Gardner, Mayor**

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

MEMORANDUM OF LAW
REGARDING THE ATTACHED PARTIAL SETTLEMENT AGREEMENT
WITH JOHNSON-PREWITT & ASSOCIATES, INC.

Clewiston has filed a lawsuit against the former City Engineer in order to fulfill its Constitutional and statutory responsibility as a result of the former City Engineer's refusal to provide the City with engineering records. The records are City property; they were created at the City's direction and paid for with City funds, and are Public Records subject to Chapter 119, Fla. Stat., and the Florida Constitution.

The City must keep and maintain Public Records and assure they are accessible to members of the public seeking to review any such records. This requirement extends to all materials used to communicate or formalize knowledge, made for or received by the City of Clewiston and the City Engineer in connection with the transaction of official business. This includes all City-related records in the possession of the City Engineer. For example, in the hypothetical of an accident involving the design and construction of a street, persons injured by errors in the design or construction of the street have the right to access and review all of the City Engineer's records pertaining to the design and construction of that street. The City must take all actions necessary to preserve, protect and make these public records available to the public, including the prosecution of this litigation.

The Florida Constitution recognizes the right of citizens to access public records. This right of access to public records applies to all state and local governments. Art. I, § 24, Fla. Const., see, *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633 (Fla. 1980). In *Shevin*, the Florida Supreme Court interpreted § 119.011(2), Fla. Stat., as encompassing all materials made or received by an agency in connection with official business which are used to

perpetuate, communicate or formalize knowledge. Art. I, § 24, Fla. Const., establishes a constitutional right of access to any public record made or received in connection with the business of any public body, officer, or employee, except as exempted by Art. I, § 24, Fla. Const., see, *State ex Rel. Clayton v. Board of Regents,* 635 So. 2d 937 (Fla. 1994). All records, as described in *Shevin*, are open for public inspection regardless of whether they are in final form, *Wait v. Florida Power & Light Co.,* 372 So. 2d 420 (Fla. 1979).

Access to public records is a fundamental right of all interested parties in Florida and is a cornerstone of our government, see, *In re: Report and Recommendation of the Judicial Management Council of Florida on Privacy and Electronic Access to Court Records,* 832 So.2d 712, 713 (Fla. 2002). The public right to access records is not limited to paper documents; it also includes all forms of electronic information. *National Collegiate Athletic Association v. Associated Press,* 18 So. 3d 1201 (Fla. 1st DCA 2009), *review denied* 37 So. 3d 848 (Fla. 2010); *State ex rel Clayton v Board of Regents*, 635 So. 2d 937 (Fla. 1994); and *Rhea v. District Board of Trustees of Santa Fe College*, 109 So. 3d 851 (Fla. 1st DCA 2013).

The Florida Attorney General has accurately indicated that the nature and scope of services provided by a private contractor determine whether it is acting on behalf of a public agency and, thus, subject to the requirements of the statute, AGO 2014-06. In this case:

1. Johnson-Prewitt & Associates, Inc. ("JP") served as the City Engineer for the City of Clewiston from January 10, 1977, to April 25, 2019.

2. JP has all records regarding all engineering work done for the City of Clewiston. The City does not have, and has never maintained, separate engineering records.

3. The Clewiston engineering records have continuously been kept by JP.

4. JP was terminated as the City Engineer on April 16, 2019, effective April 25, 2019.

5. JP has previously refused the City's demand to produce the Public Records.

After July 1, 2016, § 119.0701(2)(a), Fla. Stat., applies to private contractors, and § 119.0701(3), (4), Fla. Stat., states the applied procedure and consequences for failure to follow the requirements:

1. § 119.0701(3)(a), Fla. Stat.:
   (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

2. § 119.0701(3)(b), Fla. Stat.:
   (b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

3. § 119.0701(3)(c), Fla. Stat.:
   (c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

The City of Clewiston delegated the responsibility to maintain public records to Johnson-Prewitt, and they were the only entity maintaining those records.

If a public agency has delegated its authority to maintain records necessary to perform its function, such records are included in the definition of Public Records which must be accessible to the public. *Harold v. Orange County*, 668 So. 2d 1010 (Fla. 5th DCA 1996). This requirement has been extended to a private company operating a bookstore for a state university where the court determined the private company was custodian of Public Records made or received in

connection with university business. *Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.*, 718 So. 2d 227 (Fla. 3d DCA 1998) *review denied* 729 So. 2d 389 (Fla. 1999).

In a case similar to this lawsuit, involving a private engineering company which subcontracted a portion of their work to another consultant, the engineering company was required to provide its records and the sub-consultant's records under the Public Records requirement. See, *Multimedia Holdings Corporation Inc. v. CRSPE, Inc.*, No. 03 -CA-3474-G (Fla. 20th Cir. Ct. December 3, 2003), a court required the records of a sub-consulting firm which had entered into a contract with a town for a traffic study, to comply with the Public Records law.

The attached Partial Settlement Agreement fulfills the City's responsibility to make Clewiston engineering documents in the possession of Johnson-Prewitt & Associates, Inc. available.

PARTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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

I. RECITALS

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

WHEREAS, the City claimed the right to JPA's records related to CITY projects and work undertaken by JPA while acting as City Engineer; and;

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

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

II. DISPOSITION OF COUNT I AND COUNT II OF COMPLAINT IN LAWSUIT

A. Settlement Terms

1. JPA agrees to save, and maintain the availability of, all records in the possession of JPA that relate in any way to the City of Clewiston engineering work, including all hard copies and electronic information, as more specifically defined in Art. I, § 24, Fla. Const., and Chapter 119, Fla. Stat., as interpreted by the laws of the State.

2. Upon request from the CITY, provide CITY with a copy of any records requested, or allow the CITY, within a reasonable timeframe, to inspect and copy the records.

3. JPA's charges to CITY for any records requested will not exceed those allowed under Chapter 119, Fla. Stat., for copies of public records.

4. JPA shall not destroy any records defined in paragraph 1, above, without first offering to deliver the records to the CITY, at no cost, 30 days before destruction.

5. Within ten (10) days of the execution of this Partial Settlement Agreement and Mutual Release by both parties, CITY shall file a dismissal of Count I and Count II of the Complaint with prejudice.

6. This Agreement shall have no effect on the Counterclaims filed in the lawsuit.

7. CITY agrees to reimburse JPA for Ardaman & Associates, Inc. Invoices (#43998, #44079, #44053 and #44092) totaling $22,329.75, paid by JPA for soil testing for the C21 Bridge (copies attached hereto).

B. Mutual Releases of All Claims in Count 1 and Count 2 of CITY's Claims in the Lawsuit

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

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

III. GENERAL PROVISIONS

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

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

C. A violation of the provisions of Section A, Settlement Terms, of this Agreement may be enforced by a lawsuit filed in Hendry County Circuit Court. The prevailing party to any lawsuit filed to enforce the terms of this Agreement shall be entitled to recover the cost of the lawsuit, including any appeals and attorney fees.

D. If there is any question regarding the application of Section A, Settlement Terms, to any records, then JPA shall notify CITY at least 30 days in advance of taking any action with request to the records.

CITY OF CLEWISTON, FLORIDA

By: _____
Print Name: _____
Dated: _____

JOHNSON-PREWITT & ASSOCIATES, INC.

By: _____
Print Name: Thomas C Pettijohn Jr
Dated: 2/12/2020

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

OFFICES ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS -
FT. LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST. LUCIE - WEST PALM BEACH
9970 BAVARIA ROAD
FORT MYERS, FLORIDA 33913
PHONE 239-768-6600

JOHNSON-PREWITT & ASSOC., INC.
ATTN: Mr. Thomas Perry, P.E.
P.O. Box 1029
Clewiston, Florida 33440-1249

DATE August 24, 2018

INVOICE FM 43998
FILE NO. 113-17-33-4603
SERVICE SSE
OFFICE FORT MYERS

863/983.9188

For Services Related to Geotechnical Engineering, Proposed Bridge to Lake Okeechobee, Clewiston, Hendry County, Florida.

Work Through: August 17, 2018

Description	Unit Fee	Cost
DEVELOPMENT OF THE DRILLING PROGRAM PLAN FOR US ARMY CORPS OF ENGINEERS		
15.0 Hours Senior Project Engineer.	$162.00 Hr.	$2,430.00
5.5 Hours Project Engineer.	$116.00 Hr.	$638.00
4.5 Hours Clerical.	$60.00 Hr.	$270.00
	TOTAL	$3,338.00

Please include invoice number on your check. Thank you!
Send checks to: ARDAMAN & ASSOCIATES INC
PO BOX 911668 DENVER CO 80291-1668

PAYMENT TERMS NET 30 DAYS FROM INVOICE DATE; INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS. CHARGES AT 1½% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE

Ardaman
& Associates, Inc.

Geotechnical, Environmental and
Materials Consultants
OFFICES: ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS -
FT. LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST. LUCIE - WEST PALM BEACH
9970 BAVARIA ROAD
FORT MYERS, FLORIDA 33913
PHONE 239-768-6600

JOHNSON-PREWITT & ASSOC., INC.
ATTN: Mr. Thomas Perry, P.E.
P.O. Box 1029
Clewiston, Florida 33440-1249

DATE December 28, 2018

INVOICE FM 44079
FILE NO. 113-17-33-4603
SERVICE SSE
OFFICE FORT MYERS

863/983.9188

For Services Related to Geotechnical Engineering, Proposed Bridge to Lake Okeechobee, Clewiston, Hendry County, Florida.

Work Through: Dec. 21, 2018

Description	Unit Fee	Cost
LABORATORY ANALYSIS		
14.0 Moisture Contents.	$14.50 Ea.	$203.00
12.0 Percent Fines.	$35.00 Ea.	$420.00
2.0 Soil Corrosion Series.	$177.00 Ea.	$354.00
1.0 Water Corrosion Series.	$101.50 Ea.	$101.50
1.0 Unit Weight/Classification of Undisturbed Sample.	$66.00 Ea.	$66.00
1.0 Incremental Consolidation Test.	$640.00 Ea.	$640.00
3.0 Additional Incremental Load/Unload Increments.	$57.00 Ea.	$171.00
1.0 Specific Gravity of Soil.	$101.00 Ea.	$101.00
ENGINEERING COORDINATION, ANALYS & REPORT		
4.0 Hours Senior Project Engineer.	$162.00 Hr.	$648.00
32.5 Hours Project Engineer.	$116.00 Hr.	$3,770.00
3.25 Hours CADD Technician.	$62.00 Hr.	$201.50
	TOTAL	$6,676.00

Please include invoice number on your check. Thank you!
Send checks to: ARDAMAN & ASSOCIATES INC
PO BOX 911668 DENVER CO 80291-1668

PAYMENT TERMS NET 30 DAYS FROM INVOICE DATE. INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS
CHARGES AT 1½% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE

Ardaman
& Associates, Inc.

Geotechnical, Environmental and
Materials Consultants
OFFICES ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS -
FT LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST. LUCIE - WEST PALM BEACH
9970 BAVARIA ROAD
FORT MYERS, FLORIDA 33913
PHONE 239-768-6600

JOHNSON-PREWITT & ASSOC., INC.
ATTN: Mr. Thomas Perry, P.E.
P.O. Box 1029
Clewiston, Florida 33440-1249

DATE November 23, 2018

INVOICE FM 44053
FILE NO. 113-17-33-4603
SERVICE SSE
OFFICE FORT MYERS

863/983.9188

For Services Related to Geotechnical Engineering, Proposed Bridge to Lake Okeechobee, Clewiston, Hendry County, Florida.

Work Through: Nov. 16, 2018

Description	Unit Fee	Cost
FIELD OPERATIONS - SPT BORINGS		
Mobilization of Drilling Crew & Equipment.		$1,200.00
(4) Standard Penetration Test Borings		
100.0 Feet From 0-25 Feet.	$17.00 Ft.	$1,700.00
75.0 Feet From 25-50 Feet.	$19.00 Ft.	$1,425.00
100.0 Feet From 50-100 Feet.	$21.10 Ft.	$2,110.00
5.0 Ft. Installation & Removal of Flush Joint Casing to Maintain Drilling Fluids During Loss of Circulation.	$10.15 Ft.	$50.75
1.0 Undisturbed Shelby Tube Sample.	$146.00 Ea.	$146.00
ENGINEERING COORDINATION, ANALYS & REPORT		
7.0 Hours Senior Project Engineer.	$162.00 Hr.	$1,134.00
22.75 Hours Project Engineer.	$116.00 Hr.	$2,639.00
1.5 Hours Clerical.	$60.00 Hr.	$90.00
	TOTAL	$10,494.75

Please include invoice number on your check. Thank you!
Send checks to: ARDAMAN & ASSOCIATES INC
PO BOX 911668 DENVER CO 80291-1668

PAYMENT TERMS: NET 30 DAYS FROM INVOICE DATE. INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS. CHARGES AT 1½% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE

Ardaman
& Associates, Inc.

Geotechnical, Environmental and
Materials Consultants
OFFICES: ORLANDO - TALLAHASSEE - SARASOTA - COCOA - BARTOW - FT. MYERS -
FT LAUDERDALE - MIAMI - TAMPA - PORT CHARLOTTE - PORT ST LUCIE - WEST PALM BEACH
9970 BAVARIA ROAD
FORT MYERS, FLORIDA 33913
PHONE 239-768-6600

JOHNSON-PREWITT & ASSOC., INC.
ATTN: Mr. Thomas Perry, P.E.
P.O. Box 1029
Clewiston, Florida 33440-1249

DATE January 25, 2019

INVOICE FM 44092
FILE NO. 113-17-33-4603
SERVICE SSE
OFFICE FORT MYERS

863/983.9188

For Services Related to Geotechnical Engineering, Proposed Bridge to Lake Okeechobee, Clewiston, Hendry County, Florida.

Work Through: January 18, 2019
Report Dated: January 18, 2019

Description	Unit Fee	Cost
ENGINEERING COORDINATION, ANALYS & REPORT		
2.0 Hours Senior Project Engineer.	$162.00 Hr.	$324.00
10.5 Hours Project Engineer.	$116.00 Hr.	$1,218.00
4.5 Hours CADD Technician.	$62.00 Hr.	$279.00
	TOTAL	$1,821.00

Please include invoice number on your check. Thank you!
Send checks to: ARDAMAN & ASSOCIATES INC
PO BOX 911668 DENVER CO 80291-1668

PAYMENT TERMS NET 30 DAYS FROM INVOICE DATE: INVOICES WILL BE SENT EVERY FOUR WEEKS FOR CONTINUED PROJECTS
CHARGES AT 1½% PER MONTH WILL BE LEVIED ON INVOICES NOT PAID WITHIN 30 DAYS FROM INVOICE DATE.

EVENT APPLICATION

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

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

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

Date of Event: 5/16/20	Applicant's Name: Amy Waddell	Event: Hope for HD 5K
Mailing Address: 745 Laurel	City: Clewiston	State/Zip Code: FL, 33440
Telephone No. 863-300-6333	Email Address: waddellaa@hendry-schools.net	Fax No. N/A
Representative to Contact: Amy Waddell	Telephone No:	

Site/Facility for Event: Sugar Festival Field	Time Event Starts: 7:00	a.m. am	p.m.	Will Street be Closed?	Yes	No X
Estimated No. of Attendance: 100	Time Event Ends: 11:00	a.m. ~~am~~	p.m. ~~pm~~	Beginning Time:	a.m.	p.m.
				Ending Time:	a.m.	p.m.

Description of Event: 5K Walk for Huntington's Disease

Will Food be Served?	Yes	No	Will Alcohol be Served?*	Yes	No	Are Dumpsters Needed?	Yes / No
Is Electricity Needed?	Yes	No	*Minimum of (2) officers required** Officers x $35/$50 =	$		Mandatory Cleaning Fee *(Determined by type of Event)*:	$
Any other City Service/Equipment Needed? *If Yes, explain:* city stage, lights on, set up Fri pm	Yes X	No	City Supervisors Needed?	Yes	No	Supervisors @$20 per hour =	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: Amy Waddell Date: 1-30-20

Fees (to be completed by City representative):

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

Remarks:

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

Remarks:

Revised 10/17/11

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

FIRE SAFETY PERMIT APPLICATION

Title of Event: Hope for Huntingtons 5K

Date(s) of Event: 5/16/20 Estimated Attendance: 100 per day

Times of Event: 7AM to 11 AM Set-up: FRI 4-6 Breakdown: 10:30 am

Event Location: Sugar Festival Park

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

SPECIFIC TYPE OF EVENT (Check all that apply):

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

Description of Event: 5K walk to raise money for HD

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

☐ Gas ☐ Electric ☐ Charcoal ☐ Other: _____

Will any of the following event staging items be used?

- ☐ Canopy(ies) Quantity: _____ Sizes(s) LxWxH: _____
- ☑ Stage(s) city Quantity: _____ Sizes(s) LxWxH: _____
- ☑ Tent(s) Quantity: 1-3 Sizes(s) LxWxH: 10x10

Please attach:

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

Producing Organization/Entity: HDSA

Contact Name: Amy Waddell

Phone: 313-300-6333 Emergency contact: Zack Waddell 8163 228-4059

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

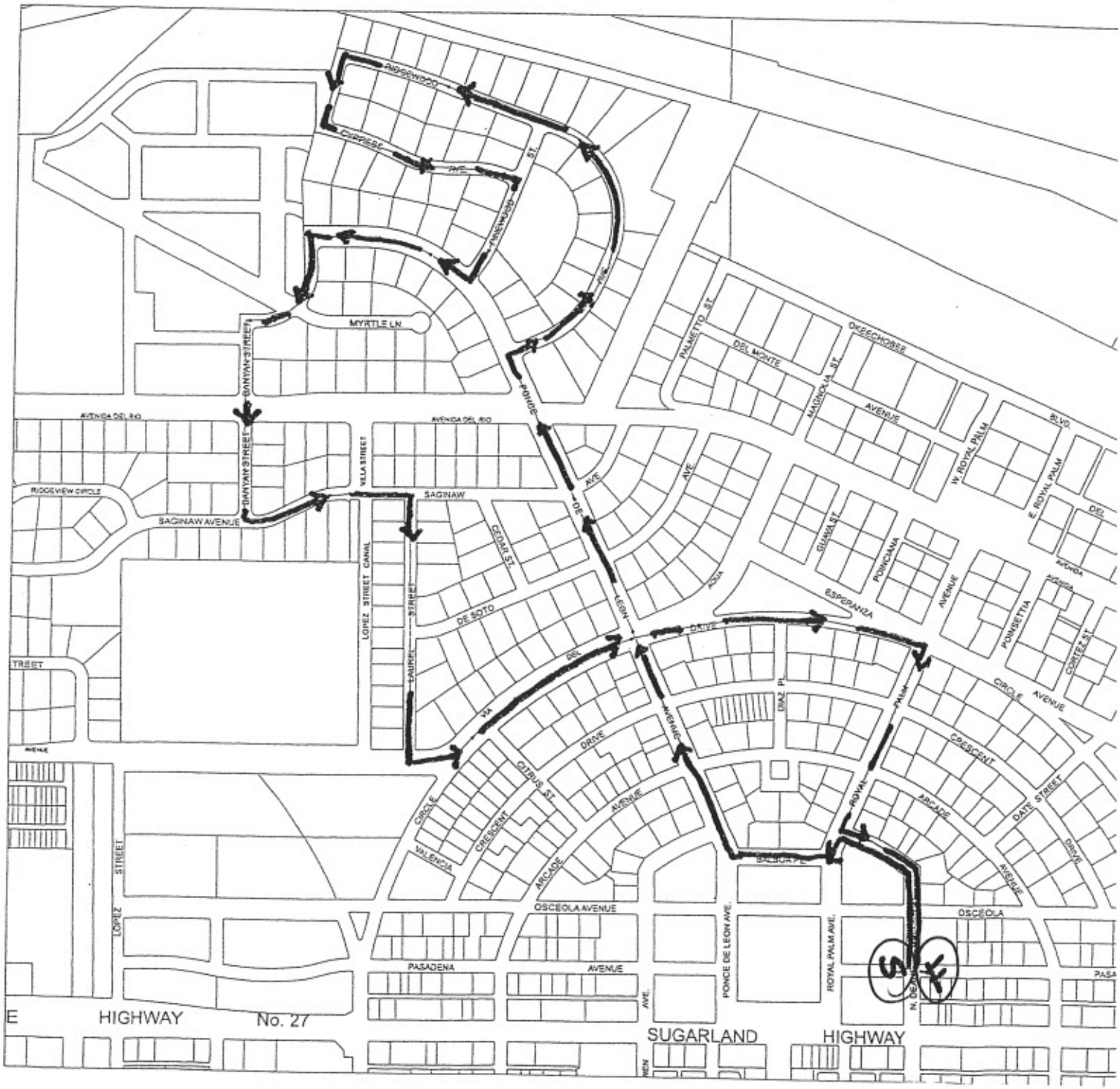
APPLICANT INFORMATION:

Name (Please Print): Amy Waddell Signature: Amy Waddell

Mailing Address: 745 Laurel

Phone: 313-300-6333 Cell: " "

Email: hathaway amym@gmail.com


RIDGEWOOD
CYPRESS
AVE.
ST.
ANNEWOOD
PINE
MYRTLE LN
BANYAN STREET
AVENIDA DEL RIO
RIDGEVIEW CIRCLE
SAGINAW AVENUE
VILLA STREET
SAGINAW
PONCE
DE
LEON
AVE
AVE
ACIA
CEDAR ST.
DE SOTO
LOPEZ STREET
CANAL
LAURIE
STREET
PALMETTO ST.
DEL MONTE
OKEECHOBEE
MAGNOLIA ST.
AVENUE
W. ROYAL PALM
E. ROYAL PALM
BLVD.
GUAVA ST.
POINCIANA
AVENUE
ESPERANZA
POINSETTIA
CORTEZ ST.
DRIVE
DEL
RIA
DRIVE
AVENUE
DIAZ PL.
PALM
CIRCLE
AVENUE
CRESCENT
DATE STREET
ARCADE
AVENUE
DRIVE
ROYAL
CITRUS ST.
CIRCLE
CRESCENT
VALENCIA
ARCADE
AVENUE
SALSBURY
OSCEOLA AVENUE
OSCEOLA
PASADENA
AVENUE
PONCE DE LEON AVE.
ROYAL PALM AVE.
LOPEZ
STREET
E
HIGHWAY
No. 27
SUGARLAND
HIGHWAY

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to Hope for HD 5K to be held on 5/16/20.

(Name of Event) (Date of Event)

Amy Waddell / HDSA
Name of sponsoring Individual(s) or Organization/Group

145 Laurel St. Clewiston, FL
Address

313-300-6333 hathawayamym@gmail.com
Phone No. (include Area Code) Email Address

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

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

AUTHORIZED REPRESENTATIVE

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

I, Louise Vetter, warrant that I have authority to bind Huntington's Disease Society of America to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

(Name of individual) (Name of Organization/Group)

Louise Vetter 2/6/2020
Signature Date

Signature Date

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

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

(Print Name of Parent/Legal Guardian)

Signature Date

EVENT APPLICATION

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

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

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

Date of Event:	Applicant's Name:	Event:
March 20/21, 2020	Hillary Hyslope	Sugar Festival
Mailing Address:	**City:**	**State/Zip Code:**
109 Central Avenue	Clewiston	Fl, 33440
Telephone No.	**Email Address:**	**Fax No.**
863-447-9254	clewistonchamber@embarqmail.com	n/a

Representative to Contact: Hillary Hyslope
Telephone No: 863-447-9254 / 863-983-7979

Site/Facility for Event:	Time Event Starts:	a.m.	p.m.	Will Street be Closed?	Yes	No
Sugar Festival Field and parks	3/20/2020		5:00	see attached	✓	
Estimated No. of Attendance: 18,000	Time Event Ends: 3/21/2020	a.m.	p.m. 8:00	Beginning Time:	a.m.	p.m.
				Ending Time:	a.m.	p.m.

Description of Event: End of Harvest Celebration

Will Food be Served?	Yes	No	Will Alcohol be Served?*	Yes	No	Are Dumpsters Needed?	Yes / No
Is Electricity Needed?	Yes	No	*Minimum of (2) officers required** Officers x $35/$50 =	$	Mandatory Cleaning Fee *(Determined by type of Event):*	$	
Any other City Service/Equipment Needed? *If Yes, explain:* see attached				Yes ✓	No	City Supervisors Needed?	Yes / No
						Supervisors @$20 per hour =	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: Hillary Hyslope — Verified by PDFfiller 02/13/2020 — Date: 2/13/2020

Fees (to be completed by City representative):

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

Remarks:

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

Remarks:

Revised 10/17/11

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

Clewiston Sugar Festival
PO Box 1073
Clewiston, FL 33440
www.clewistonsugarfestival.com

2/13/2020

Mayor Mail Gardner
And the City Commissioners
115 West Ventura Avenue
Clewiston, FL 33440

Dear Mayor Gardner and City Commissioners:

The Sugar Festival Committee is busy at work, planning our 34thannual Clewiston Sugar Festival on Friday and Saturday, March 20 and 21 in and around Civic Center Park. We are so appreciative of the support that we received from the City through staff and services.

We are excited to say that this year will be even bigger than last year with entertainment acts such as Muscadine Bloodline, David Lee Murphy, Maddie & Tae, Justin Moore.

We respectfully request your support and assistance with the following:

- Providing and placing dumpsters and trash cans throughout the park area with schedules for emptying the trash can as the event proceeds and for the final clean up after the festival concludes.
- Assistance with dropping of power lines and handing banners, pennants and signage in the Sugar Festival area.
- Permission to close Osceola from Ponce de Leon to North Deane Duff on Friday, March 20, 2020
- Permission to close Royal Palm form Pasadena to Balboa Street on Friday, March 20, 2020
- Permission to close North Deane Duff form Osceola Avenue to Royal Palm Avenue on Friday, March 20, 2020

Clewiston Sugar Festival
PO Box 1073
Clewiston, FL 33440
www.clewistonsugarfestival.com

- Permission to close Osceola form intersection with North Deane Duff West to intersection with North W.C. Owens on Saturday, March 3/21/2020
- Permission to close Royal Palm Avenue from the intersection with Pasadena and North to intersection with North Deane Duff on Saturday, 3/21/2020
- Permission to close Pasadena from Ponce De Leon Avenue West to intersection with North W.C. Owens Avenue on Saturday, 3/21/2020
- Permission to close Ponce de Leon Avenue form Sugarland Highway North to intersection with North W.C. Owens Avenue on Saturday, 3/21/2020
- Permission to close North Deane Duff form intersection with Osceola north to intersection with Royal Palm avenue on Saturday, 3/21/2020
- Permission to close Balboa from intersection with Royal Palm Avenue West to intersection with Ponce de Leon avenue on Saturday, 3/21/2020
- Permission to close section of Pasadena North of the Clewiston INN. 3/21/2020
- Placing of street barricades for the above intersections beginning on Friday, 3/20/2020 until the end of the festival on Saturday, 3/21/2020
- Requests for all road closures taking place on Saturday, 3/21/2020 to take place by no later than 6:00 AM on Saturday morning.
- Permission for tents to be erected in the park area east of the city pool beginning on Wednesday, 3/18/2020 and be removed on 3/23/2020
- Permission for the main stage to be set up on the tennis courts north of the Clewiston Inn.
- Permission for tents to be placed in both the Youth Center and Library parking lot. We request that these parking lots be secured and taped off on the evening of 3/18/2020 so that they will be free of vehicles once the crews arrive to place the tents. The tent vendor will ensure that all repairs are made from stakes that have to be placed into the asphalt. Tents will be place on 3/18/2020 and removed on 3/23/2020
- City preparation of the horseshoe, corn hole and pickleball areas used for the tournaments.
- Use of Sweetest Town playground for kid's fun park.
- Request overall coordination of the Sugar Festival security be handled by the Clewiston Police Department with appropriate coordination with the Hendry County Sheriff and all private security.
- Designation of additional handicapped parking along North Deane Duff, Royal Palm Avenue and Ponce e Leon Avenue as Chief Aaron Angell deems necessary.

Clewiston Sugar Festival
PO Box 1073
Clewiston, FL 33440
www.clewistonsugarfestival.com

The Sugar Festival committee is very appreciative of the continued support given to us by the City of Clewiston and its employees. Without your support, the festival absolutely would not be a success. I look forward to working together to give the residents of this wonderful community the biggest and best Sugar Festival yet!

Sincerely,

Hillary Hyslope

Chair, Clewiston Sugar Festival Committee

FIRE SAFETY PERMIT APPLICATION

Title of Event: Sugar Festival

Date(s) of Event: March 20/21, 2020 _____ Estimated Attendance: 1,200 3/20 18,000 3/21 per day

Times of Event: 3/20: 5:00 pm to 3/21: 8:00 pm Set-up: 3/19 8:00 am Breakdown: 3/22 8:00 am

Event Location: Sugar Festival Field / Civic Park / Woodworks Park and streets (please see map)
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

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

Description of Event: End of Harvest Celebration

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

Will any of the following event staging items be used?

☑ Canopy(ies)	Quantity: _____	Sizes(s) LxWxH: _____
☑ Stage(s)	Quantity: _____	Sizes(s) LxWxH: _____
☑ Tent(s)	Quantity: _____	Sizes(s) LxWxH: _____

Please attach:

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

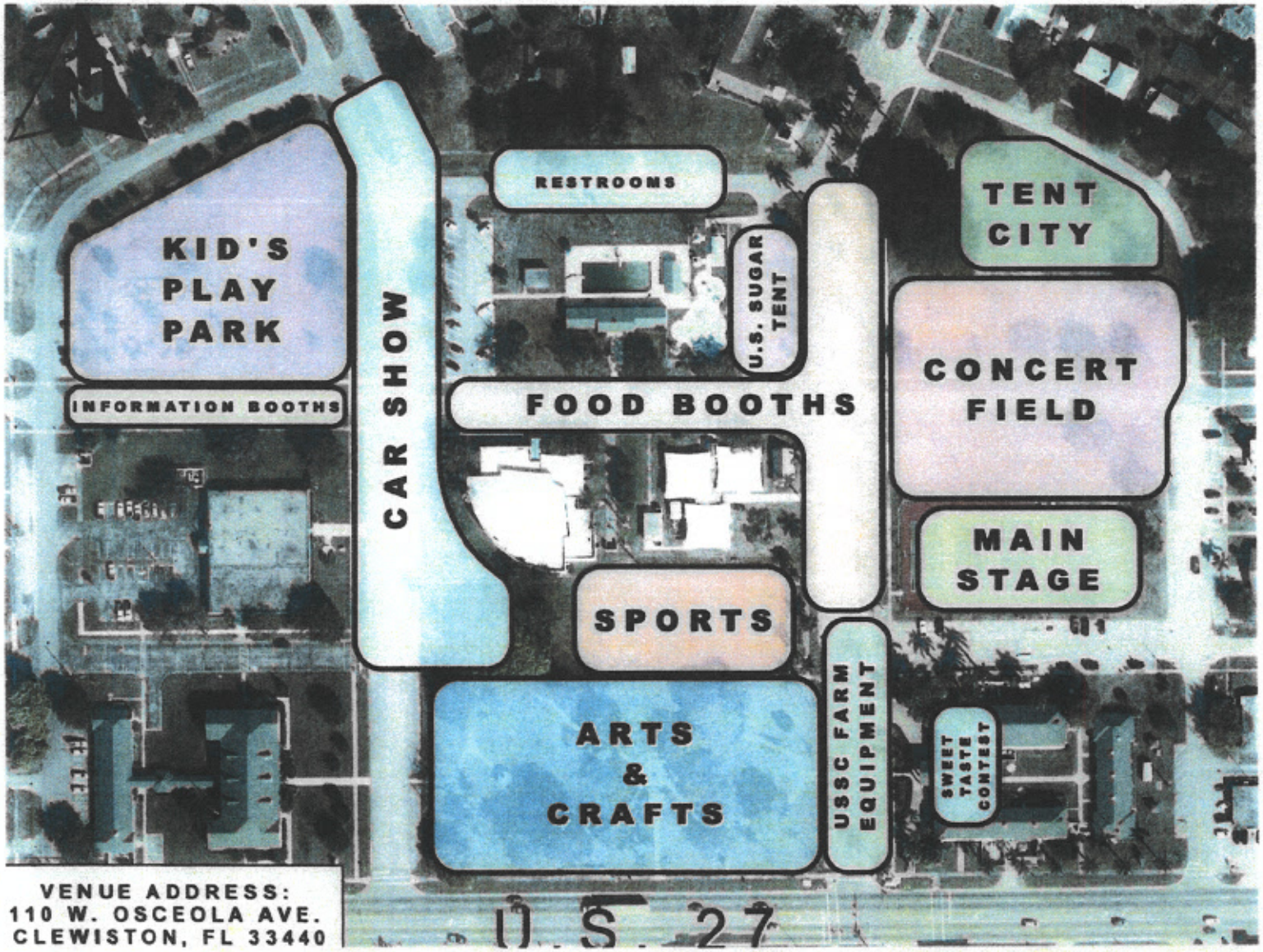
Producing Organization/Entity: Sugar Festival Committee
Contact Name: Hillary Hyslope
Phone: 863-447-9254 Emergency contact: 863-983-7979

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

APPLICANT INFORMATION:

Verified by PDFfiller 02/13/2020

Name (Please Print): Hillary Hyslope Signature: Hillary Hyslope
Mailing Address: 109 Central Avenue Clewiston, FL 33440
Phone: 863-983-7979 Cell: 863-447-9254
Email: clewistonchamber@embarqmail.com



VENUE ADDRESS:
110 W. OSCEOLA AVE.
CLEWISTON, FL 33440

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to _____ Clewiston Sugar Festival _____ to be held on 3/20 - 3/21 2020_____.
(Name of Event) *(Date of Event)*

Sugar Festival Committee
Name of sponsoring Individual(s) or Organization/Group
109 Central Avenue Clewiston, FL 33440
Address
863-447-9254 clewistonchamber@embarqmail.com
Phone No. (include Area Code) Email Address

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

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

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

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

Verified by PDFfiller 02/13/2020

Hillary Hyslope 2/13/2020
Signature Date

Signature Date

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

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

(Print Name of Parent/Legal Guardian)

Signature Date

PROCLAMATION

SUGARCANE FARMERS APPRECIATION WEEK

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

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

WHEREAS, Florida Sugarcane Farmers generate more than 3 billion dollars in annual economic activity and are leaders in technology and environmental stewardship in the State of Florida; and

WHEREAS, Florida Sugarcane Farmers have partnered in Everglades restoration and reduced phosphorus leaving their farms by an average of 56% annually for more than two decades, more than double what is required of them; and

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

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

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

NOW, THEREFORE, we, the City Commission of the City of Clewiston, Florida do hereby proclaim March 16-22, 2020, as "**SUGARCANE FARMERS APPRECIATION WEEK**" and urge all citizens to express their appreciation to all aspects of our local sugarcane industry for the vital contributions it makes to the well-being of the State of Florida and the United States of America.

IN WITNESS WHEREOF, I have set my hand on this the 17th day of February, 2020.

Mali Gardner, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: February 17, 2020

Subject: Public Hearing (5:00 p.m.)

1. **Background/History**: Request from B.A. Hospitality, LLC for approval of the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

   The Planning and Zoning Board met on January 13, 2020 and voted to begin the process for considering alcohol consumption and sales at the Hampton Inn. The vote was 4 ayes, 1 nay. Board Member Jerry Cochrane voted nay.

2. **Financial Impact**: None

3. **Attachments:**
   a. Chapter 6 – Alcoholic Beverages, Clewiston Code of Ordinances
   b. Affidavit of Publication

4. **Actions/Options/Recommendations:** Recommended motion is to approve the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

Chapter 6 - ALCOHOLIC BEVERAGES

Sec. 6-1. - Definitions.

The meanings to be given the various terms contained in this chapter shall be the same meaning as is given like terms in F.S. §§ 561.01, 563.01, 564.01 and 565.01 regulating those selling, dealing in, manufacturing or distributing liquor, wines, beer or any other alcoholic beverages.

(Code 1960, § 3-1; Code 1982, § 3-1; Code 1999, § 6-1)

State Law reference— Definitions, F.S. §§ 561.01, 563.01, 564.01 and 565.01.

Sec. 6-2. - Compliance with zoning; proximity to church or school.

(a) No business or occupation for the consumption, sale or dispensing of alcoholic beverages shall be conducted unless it is located within a permitted area under the zoning ordinances of the city; provided further, that no such business or occupation shall be located within 500 feet of any established church or the real property that comprises a public or private elementary school, middle school, or secondary school unless the city approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in F.S. § 166.041(3)(c). This restriction shall not, however, be construed to prohibit the issuance of temporary permits to certain nonprofit organizations as provided for in F.S. § 561.422. Such restrictions shall not apply to an existing business or occupation, nor to a renewal or transfer of ownership of a state license for the same location notwithstanding that such place of business may be located within 500 feet of an established church or school.

(b) For the purpose of this section distance shall be measured by the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of such place of business to the main entrance of the church or the real property that comprises the school.

(Code 1960, § 3-4; Code 1982, § 3-3; Code 1999, § 6-2)

State Law reference— Authority to restrict location of beverage establishments, F.S. § 562.45(2).

Sec. 6-3. - Hours of sale.

No alcoholic beverages may be sold, consumed or served or permitted to be served or consumed in any place holding a license under authority of the state department of business and professional regulation, division of alcoholic beverages and tobacco, between the hours of 2:00 a.m. and 7:00 a.m., except no alcoholic beverages may be sold for consumption on the premises between the hours of 2:00 a.m. and noon on Sundays; except that alcoholic beverages may be sold not for consumption on the premises between the hours of 5:30 a.m. and 7:00 a.m. Monday through Saturday.

(Code 1960, § 3-5; Code 1982, § 3-4; Code 1999, § 6-3; Ord. No. 82-5, § 1, 2-15-1982; Ord. No. 84-3, § 1, 10-1-1984)

State Law reference— Authority to regulate hours of sale, F.S. § 562.45.

Sec. 6-4. - Consuming on municipal property.

No person shall possess an open container of alcoholic beverages or a container of alcoholic beverages where the seal has been broken or consume any alcoholic beverage on any property owned or leased by the city, except within the confines of John B. Boy Auditorium and the senior citizen building in Sugarland Park, and at the Clewiston Country Club and Clewiston Golf Course.

(Code 1960, § 3-6; Code 1982, § 3-5; Code 1999, § 6-4)

Sec. 6-5. - Consuming in parking areas adjoining premises where sold.

It shall be unlawful for any person to possess an open container of alcoholic beverages or a container of alcoholic beverages where the seal has been broken or consume any alcoholic beverages in any area available for use by the public for motor vehicle parking purposes where such area adjoins or is adjacent to any establishment where alcoholic beverages are sold or dispensed.

(Code 1960, § 3-7; Code 1982, § 3-6; Code 1999, § 6-5; Ord. No. 79-3, § 1, 6-18-1979)

INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News
107 SW 17th Street, Suite D
Okeechobee, Florida 34974
863-763-3134

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority personally appeared Katrina Elsken, who on oath says she is the Publisher of the Lake Okeechobee News, weekly Newspaper published in Hendry County, Florida, that the attached copy of advertisement being a Public Notice

in the matter of Notice

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

2/5/2020

Affiant further says that the said Lake Okeechobee News is a newspaper published in said Hendry County, Florida, and that said newspaper has heretofore been published continuously in said Hendry County, Florida each week and has been entered as second class mail matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither 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.

Katrina Elsken

Sworn to and subscribed before me this 5th day of February 2020 AD

Notary Public, State of Florida at Large

Angie Bridges

ANGIE BRIDGES
MY COMMISSION # FF 976149
EXPIRES: April 20, 2020
Bonded Thru Notary Public Underwriters

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on February 17, 2020 at 5:00 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 review a request made by B A Hospitality LLC to approve 305 W. Sugarland Hwy (Hampton Inn) for the sale of beer and wine only to its guests for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

A copy of City of Clewiston Code of Ordinances Chapter 6 is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties and interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

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

390868 ON 2/05/2020

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: February 17, 2020

Subject: Resolution No. 2020-12

1. **Background/History**: Resolution No. 2020-12 approves emergency repairs, to include the purchase of parts, to the City's sewer system.

   In July 2019, repair parts were ordered for an emergency repair at the City's sewer plant. The repair has been completed and the invoice for the necessary parts is ready to be paid. Resolution No. 2020-12 approves the emergency, the emergency repair and the purchase of the repair parts from Lakeside Equipment Corporation for $36,330.

2. **Financial Impact**: $36,330

3. **Attachments:**
   - **a.** Resolution No. 2020-12
   - **b.** Lakeside Equipment Corp. Sales Invoice No. 900235
   - **c.** Lakeside Equipment Corp. Quote No. 86-441

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-12.

RESOLUTION NO. 2020-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, RATIFYING THE EMERGENCY REPAIR OF THE CITY'S SEWER SYSTEM, AUTHORIZING THE ATTACHED PURCHASE ORDER, INCLUDING THE NECESSARY PARTS FOR THE COMPLETION OF THE REPAIR.

WHEREAS, the City Charter Sec. 6.06 authorizes Emergency purchasing after the City Manager declares an Emergency and the Emergency is approved by the City Commission; and

WHEREAS, in July 2019, City staff determined an emergency existed with respect to repair of the City sewer system; and

WHEREAS, the treatment of sewage and wastewater provided for customers of the City's sewer system is a public necessity, and if the process of the treatment of sewage and wastewater is interrupted it creates the possibility of serious, dangerous conditions for the customers; and

WHEREAS, the City Manager approved an Emergency Repair of the City's sewer system in July of 2019; and

WHEREAS, it is necessary for the Commission to approve the Emergency, the Emergency Repairs (requiring parts) and the payment of the parts vendor to ensure the safe, continuous treatment of the City's wastewater.

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

SECTION 1. The City Commission hereby approves the determination by the City Manager of the existence of an Emergency, and the Emergency Repair of the City sewer system.

SECTION 2. The attached purchase order to Lakeside Equipment Corporation is hereby approved, and the City Manager and Finance Director are authorized and directed to pay for the repair parts that have been received and installed ($36,330).

PASSED and ADOPTED by the City Commission of the City of Clewiston this 17th day of February, 2020.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

87'1
1/24

Sales Invoice

LAKESIDE EQUIPMENT CORPORATION
Water Purification Since 1928
Cleaner Water for a Brighter Future®

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

Invoice No 900235

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

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

Phone: Email: ASHLEY.SMITH@CLEWISTON-FL.GOV Phone: (863) 983-1648 Email: ANDRES.MARRERO@CLEWISTON-FL.GOV

Invoice Date	11/14/2019
Invoice Due Date	12/14/2019
Order No	S19000034
Packing Slip No.	
Purchase Order	20531 Replaced w/ 20599
Ship Via	BTI
FOB	

Terms Net 30 Days

Line No	Item	Description / Release / Kanban Ref	Project No	Quantity	Price/Pricing UOM ($)	Ext. Amt ($)
1	LBRGRTR027	4-7/16" 060792 NON-EXPANSION PILLOW BLOCK BEARING	86-441	1.00 EA	3077/EA	3,077.00
2	LBRGRTR020	3-1/2" 060787 EXPANSION PILLOW BLOCK BEARING	86-441	1.00 EA	1547/EA	1,547.00
3	C53983	19'-0" MAGNA ROTOR ASSEMBLY W/ SHAFTS & STN. STL. BLADES PER BILL OF MATERIAL	86-441	1.00 EA	31294/EA	31,294.00
4	C40984	ROTOR SEAL KIT w/ SPLIT COVER PLATE FOR 3 15/16" & 4 7/16" BEARING, 5" SHAFT	86-441	1.00 EA	206/EA	206.00
5	C40983B	ROTOR SEAL KIT w/ SPLIT COVER PLATE FOR 3" & 3 1/2" BEARING, 4 1/8" SHAFT	86-441	1.00 EA	206/EA	206.00

RECEIVED
JAN 17 2020
FINANCE

Line Total	$36,330.00
Surcharge	$.00
Tax Amount	
Freight Charges	$.00
Advance Amount	$.00
Discount Amount	$.00
Grand Total	$36,330.00

Notes:

LAKESIDE EQUIPMENT CORPORATION
Cleaner Water for a Brighter Future®

1022 E Devon Ave, BARTLETT IL 60103
T: (630) 837-5640 F: (630) 837-5647 E: parts@lakeside-equipment.com
https://www.lakeside-equipment.com/

PARTS REPLACEMENT QUOTE

DATE: 07/29/2019
EMAIL: ANDRES.MARRERO@CLEWISTON-FL.GOV
FOR: CITY OF CLEWISTON
SUBJECT: Quote #:86-441
ATTN: ANDRES MARRERO
FROM: PARISH LAVAR

Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear : ANDRES MARRERO

We are pleased to quote the following replacement parts for your Equipment(s). Your current costs are as follows:

Equipment No :	1) 2 - 19' Magna Rotors/30 HP		86-441-01	
	1 EA	4-7/16" 060792 NON-EXPANSION PILLOW BLOCK BEARING	LBRGRTR027	$3,077.00
	1 EA	3-1/2" 060787 EXPANSION PILLOW BLOCK BEARING	LBRGRTR020	$1,547.00
	1 EA	19'-0" MAGNA ROTOR ASSEMBLY W/ SHAFTS & STN. STL. BLADES PER BILL OF MATERIAL	C53983	$31,294.00

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sales are in accordance with GIL-108, copy attached

NOTE: Lakeside will accept payment by Credit Card. A 3% Service Charge will be added to the invoice upon shipment

Shipment would be after receiving an order subject to the shop's backlog at the time of the order.

In an effort to become more efficient Lakeside would prefer to invoice clients by email whenever possible. When ordering if you could verify the email address you wish to have the invoice sent to it would be appreciated. We will Still be glad to mail the invoice if you wish

We thank you for this opportunity to quote and are looking forward to being of service to you

Very truly yours,

LaVar L. Parish

PARISH LAVAR
E-Mail: lp@lakeside-equipment.com
Cc:

CONDITIONS OF SALE
(REPLACEMENT PARTS)

THIS QUOTATION IS SUBJECT TO THE FOLLOWING CONDITIONS OF SALE:

You are hereby notified that unless we receive notice (as a part of your purchase order, or in a separate writing, if acceptance is oral) of your rejection of any of these conditions, these conditions shall become a part of the agreement between us. Acceptance is good only when received by us at our offices in Bartlett, Illinois.

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from the date of the attached written proposal. The order will be subject to written acceptance by our company's executive office.

TERMS: Net due thirty (30) days after date of shipment. Any balance remaining due thirty-one (31) days beyond the shipment date will be subject to a monthly service fee of one and one-half percent (1.5%) per month on the unpaid balance until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and your company's authorized officer, and attached hereto. All terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Illinois, under the Illinois Revised Statutes, Chapter 26, Paragraphs 1-101 et. seq., on the date of execution of this agreement. This agreement is divisible: Any claim or rejection by the Buyer as to one part of the order shall not alter the obligations of the Buyer as to any other part or parts delivered under this agreement. If any clause of this agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and as so modified the clause shall be binding on the parties and the remaining provisions of the agreement shall not be affected by the modification of any unconscionable clause.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt, you will need to provide us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf.

INSPECTION, CLAIMS AND ACCEPTANCE OF GOODS: Buyer shall immediately inspect the equipment upon receipt thereof. Claims for errors of shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment, and shall be in writing. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of the equipment. Failure to make such inspection shall be a waiver of the right to make such an inspection prior to payment for the goods, shall be a waiver of any defect which inspection would have revealed, and shall prevent Buyer from subsequently rejecting or revoking acceptance of the goods for any reason. Modifications to *Lakeside's* equipment done by others to meet *OSHA* or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the attached written proposal. (See also WARRANTY, below.)

TITLE OF GOODS AND SECURITY INTEREST: Until all amounts due hereunder have been paid in full, title shall not pass from Seller to Buyer, and Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

CANCELLATION: Cancellation or suspension of this contract will be accepted only upon terms that will indemnify *Lakeside Equipment Corporation* against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for the reasonable and proper cancellation charges accrued by Seller.

TRANSPORTATION EXPENSE: Unless otherwise noted, the price as shown in this agreement (pursuant to the attached written proposal) includes freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense.

RISK OF LOSS: You shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment.

CHANGES & DELAYS-COST: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto. We also shall not be liable for delay in delivery caused by any reason beyond our control,

including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or supply difficulties, or intervention by any governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use of the equipment sold to you under this contract; provided however, that:

A. Such charge relates exclusively to something which we designed or selected, and
B. Such charge does not arise as a result of any modification of the equipment by you, or the combination thereof by you with equipment furnished by others, and
C. We are notified in writing immediately upon receipt of such charge, and
D. We are given absolute control of the defense and the right to defend or settle such charge, and
E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

LIABILITY: It is expressly understood and agreed herein that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts as are required under WARRANTY, below, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

WARRANTY

Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, are free from defect in material and workmanship, and are of the kind and quality designated or described herein. This warranty shall be in full force and effect from the time of shipment of such equipment for a period of ninety (90) days from the date of shipment. *Lakeside* will furnish without charge, but will not install, replacements for such parts as it finds to have been defective, and the obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give *Lakeside* notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than thirty (30) days after the warranty period shall be valid.

This warranty shall not apply to:

A. Any equipment which, in the judgment of *Lakeside*, has been subjected to misuse, neglect or accident;
B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without *Lakeside's* specific written consent;
C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in *Lakeside's* Operator's Manual for such equipment.
D. Modification to the equipment by others to meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.
E. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

No allowances will be made for any such alterations or corrective work done without the specific written consent of *Lakeside*. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in *Lakeside's* proposal, is not warranted in any way by *Lakeside*, but carries only that manufacturer's warranty, if any. No representative of *Lakeside* has any authority to waive, alter, vary
or add to the terms hereof without prior written approval. There shall be no third party beneficiary to the warranties contained in this agreement.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or any modification thereof, shall be settled in Kane County, Illinois, by Arbitration in accordance with the laws of the State of Illinois, and the current Rules of the American Arbitration Association, and the parties consent to jurisdiction of the Circuit Court for the 16th Judicial Circuit, Kane County, State of Illinois, and further consent that any process or notice of motion or other application to such Court or a judge thereof may be served outside the State of Illinois by registered mail or by personal service, provided a reasonable time for appearance is allowed. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof, which shall include the county of arbitration.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer, relating to price, size, type and design is submitted with the understanding that it is for Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

COPYRIGHT © 2017 *Lakeside Equipment Corporation*

CITY OF CLEWISTON

115 W. Ventura Ave.
Clewiston, FL 33440
Tel: 863-983-1484 • Fax: 863-983-4055

PURCHASE ORDER

Date 11-14-19 Requested By AM/DW

Deliver To: CITY WAREHOUSE

Address: 1300 SOUTH OLYMPIA ST.

CLEWISTON, FLORIDA 33440
TEL: 863-983-1496
FAX:863-983-3112

Lakeside Equipment Corp.

SHIP VIA	UNLESS OTHERWISE STATED ALL PRICES F.O.B. CLEWISTON	DATE WANTED	TERMS

SUBJECT TO THE FOLLOWING CONDITIONS, furnish articles or services listed; 1. Render separate invoice for this order or for each shipment thereon immediately following shipment. 2. Prepaid freight chargeable to the City of Clewiston must be supported by carrier's receipt. 3. Ship all orders to the proper department. 4. Whenever a delivery is rejected, the vendor shall be notified and given the reason for rejection. All rejected deliveries shall be held at the vendors risk and he shall bear the expense of removal.

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
	-	4-7/16" 060792 Non-Expansion Pillow Block Bearing		3077.00
	-	3-1/2" 060787 Expansion Pillow Block Bearing		1547.00
	-	19'-0" Magna Rotor Assembly w/shafts + STN. STL. Blades Per Bill of material		31,294.00
	-	Rotor Seal Kit w/ Split Cover Plate For 3 15/16" + 4 7/16" Bearing 5" Shaft		206.00
	-	Rotor Seal Kit w/ Split Cover Plate For 3" + 3 1/2" Bearing, 4 1/8" Shaft		206.00
				36,330.00

Replaces PO #20531

Florida State Sales Tax Exemption Certificate No. 85-8012621547C-1

The City of Clewiston is exempt from FEDERAL EXCISE TAXES. Exemption certificate will be signed upon request.

FUND	DEPT.	OBJECT	PROJECT	AMOUNT
420	3052	546200		36,330.00

PURCHASING AGENT

Approved:

CITY MANAGER

IMPORTANT
SHOW THIS NUMBER ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS AND CORRESPONDENCE.

PURCHASE ORDER 20599

WHITE COPY - VENDOR • YELLOW COPY - PURCHASING • PINK COPY - FINANCE

CC FORM P.O. - LYONS PRINTING

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: February 17, 2020

Subject: Consideration of Lien Waiver – 427 E. Alverdez Ave.

1. **Background/History**: The property located at 427 E. Alverdez Ave. was sold in a Hendry County (County) property tax deed auction. The City received $4,403.91 from the County from the proceeds of the sale as payment towards City property improvement liens attached to the property. These property liens total $4,935: one (1) sewer improvement from 1991 for $2,219, and one (1) street improvement from 1992 for $2,716.

   As set by resolution, each lien was assessed over a ten (10) year pay period, accruing interest and added penalties for any non-payment of the annual assessment. Due to the fact payment was never received for the liens, the interest and penalties associated with them have continued to accrue. At the time the property sale proceeds were received from the County, the outstanding balance of the liens totaled $78,727.64: Principal - $4,935, Interest - $29,779.58 and Penalties - $44,013.06.

   Billy J. Haithcock, the new property owner, has submitted a request for consideration of waiving the interest and penalties on the two (2) improvement liens. Mr. Haithcock has expressed he would like to eventually improve the property, but would not be able to do this in light of the outstanding balance of the liens. City Attorney Brandenburg has advised the Commission may consider waiving the interest and penalties.

   The request for reduction of code enforcement liens will be handled through the Special Magistrate process. The property is currently in compliance and is being maintained.

2. **Financial Impact**: Subject to Commission Consideration

3. **Attachments:**
   - **a.** Letter of request from Billy J. Haithcock, property owner
   - **b.** Parcel information from Hendry County Property Appraiser site
   - **c.** Summary of Property Improvement Liens
   - **d.** List of options the Commission may consider

4. **Actions/Options/Recommendations:** City Manager recommends the City Commission approve Option 1 which is to waive interest and penalties in conjunction with receipt of proceeds from County sale and apply proceeds to principal – property owner would be responsible for the remaining principal balance: $531.09.

January 14, 2020

To whom it may concern,

I, Billy J. Haithcock recently purchased 427 E. Alverdez in Clewiston, FL through a tax deed (Parcel ID# 3-34-43-01-010-0366-002.0).

Upon purchasing the property, I was unaware of the liens, interests on the sewer assessment and paving liens.

I am writing this letter to request waving penalties and interest on the sewer assessment and paving liens.

I am also requesting a reduction of all code enforcement and mowing liens.

Respectfully Submitted,

Billy Haithcock

Billy J. Haithcock

Hendry County Property Appraiser

updated: 12/27/2019

Parcel: 3-34-43-01-010-0366-002.0 (33745)

<< Next Lower Parcel | Next Higher Parcel >>

Property Card (pdf) | GIS Map | Print

2019 TRIM (pdf) | Parcel List Generator

Search Result: 1 of 2 Next >>

Owner & Property Info

Owner's Name	HAITHCOCK BILLY JOE		
Site Address	427 E ALVERDEZ AVE, CLEWISTON		
Mail Address	813 REDISH CIR CLEWISTON, FL 33440		
Use Desc. (code)	VACANT RESIDENTIAL (00000)	**Current Exemptions**	None $0.00
Sec/Twp/Rng	01/43/34	**Neighborhood**	301500.00
Year Built		**Tax District**	15C
Heated Area	0 (SF)	**Market Area**	30
Description	CLEWISTON BLK 366 W 50 FT OF LOT 2 + ALL LOT 3 **NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.**		

Property & Assessment Values

	2018 Final Values	2019 Final Values
Total Market Value	$17,248.00	$17,248.00
Market Value of Ag Land	$0.00	$0.00
Classified Use Land Value	$0.00	$0.00
Just Value of Land	$17,248.00	$17,248.00
Save Our Home Savings (SOH)	$0.00	$0.00
Non Homestead Savings (NSOH)	$0.00	$0.00
School Assessed Value	$17,248.00	$17,248.00
Non School Assessed Value	$17,248.00	$17,248.00
Exemptions	None $0.00	None $0.00
School Taxable Value	$17,248.00	$17,248.00

Non School Taxable Value	$17,248.00	$17,248.00
Total Tax	2018 Tax Lookup	2019 Tax Lookup

Sales History

Show Similar Sales in 1/2 mile radius

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Grantor	Grantee
11/8/2019	0966 | 0397	TD	V (11)	$10,000.00	ROSALES SHELIA M EST	HAITHCOCK BILLY JOE
11/11/2015	CA16 | 0011	MS	V (11)	$0.00	ROSALES SHEILA M	ROSALES SHELIA M EST
1/27/2014	| 0000	DC	V (11)	$0.00	ROSALES LUIS/FLORIDA DEATH REP	ROSALES SHEILA M
5/1/1987	0395 | 0223	WD	V ()	$10,800.00	MARTINEZ FAUSTINO LILIA R	
7/16/1981	0296 | 0725	WD	V ()	$8,000.00	LEYVA JOSE C	
1/1/1972	0145 | 0122		V ()	$1,200.00	U S SUGAR CORP	

Hendry County Property Appraiser updated: 12/27/2019

Result: 1 of 2 Next >>

DISCLAIMER

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

© Hendry County Property Appraiser | Dena R. Pittman - La Belle, Florida - 863-675-5270 by: GrizzlyLogic.com

Sewer Project 6D
Lien No. D006 - $2,219
Assessed February 18, 1991

Date	Penalty 12%	Interest 8.15%	Principal	Balance	Total P & I
At Receipt of County Proceeds	$ 20,645.25	$ 14,010.92	$ 2,219.00	$ 36,875.17	$ 16,229.92
With County Proceeds Applied 2/17/2020	$ 21,051.11	$ 12,084.60	$ 2,219.00	$ 35,354.71	$ 14,303.60

Street Project 22G
Lien No. G016 - $2,716
Assessed March 2, 1992

Date	Penalty 12%	Interest 8%	Principal	Balance	Total P & I
At Receipt of County Proceeds	$ 23,367.81	$ 15,768.66	$ 2,716.00	$ 41,852.47	$ 18,484.66
With County Proceeds Applied 2/17/2020	$ 23,838.90	$ 13,880.77	$ 2,716.00	$ 40,435.67	$ 16,596.77

TOTAL COMBINED - D006 and G016

Date	Penalty 12%	Interest 8%	Principal	Balance	Total P & I
At Receipt of County Proceeds	$ 44,013.06	$ 29,779.58	$ 4,935.00	$ 78,727.64	$ 34,714.58
With County Proceeds Applied 2/17/2020	$ 44,890.01	$ 25,965.37	$ 4,935.00	$ 75,790.38	$ 30,900.37

NOTES

Principal - Lien No. D006	$ 2,219.00
Principal - Lien No. G016	$ 2,716.00
Total Combined Principal	**$ 4,935.00**
County Proceeds	**$ 4,403.91**
Combined Principal less Proceeds	**$ 531.09**

Possible Options for Consideration of Lien Waiver

1) Waive interest and penalties in conjunction with receipt of proceeds from County sale and apply proceeds to principal - property owner would be responsible for the remaining principal balance: $531.09

2) Waive interest and penalties with sale proceeds applied equally to interest of liens - property owner would be responsible for the combined principal balance: $4,935

3) Waive a determined amount of interest and penalties – property owner would be responsible for the remaining balance of interest and penalties, and the outstanding principal balance of $4,935

4) Waive penalties – property owner would be responsible for the sum of accrued interest and principal balances: $30,900.37

5) Waive nothing – property owner would be responsible for principal and continued accrual of interest and penalties: $75,790.38 (combined balance as of 2/17/2020)

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: February 17, 2020

Subject: Advanced Metering Infrastructure Benefit-Cost Analysis

1. **Background/History**: This Benefit-Cost Analysis (BCA) for the Advanced Metering Infrastructure project was requested by the Commission at the October 14, 2019 workshop, and was included in the scope of services for phase 1 of the AMI deployment, approved by Resolution No. 2019-75.

2. **Financial Impact**: None

3. **Attachments:**
   a. Quanta proposal ver.1.0 dated September 16, 2019
   b. AMI Project Update and BCA dated February 17, 2020

4. **Actions/Options/Recommendations:** City Manager recommends proceeding with the next steps to complete remaining elements of the Phase 1 AMI deployment contract.

QUANTA TECHNOLOGY

PROPOSAL

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

PREPARED FOR

Florida Municipal Power Agency (FMPA)

PROPOSAL DATE

September 16, 2019
(Version 1.0)

PREPARED BY

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

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

www.Quanta-Technology.com

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

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VERSION HISTORY:

Version	Date	Description
1.0	9/16/2019	Initial submission

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1 INTRODUCTION

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

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

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

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

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

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1.1 About Quanta Technology

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

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

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

About Quanta Services:

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

We offer a full spectrum of services in the following:

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

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

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

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

Table 2-1. Phase 1 Workflow

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

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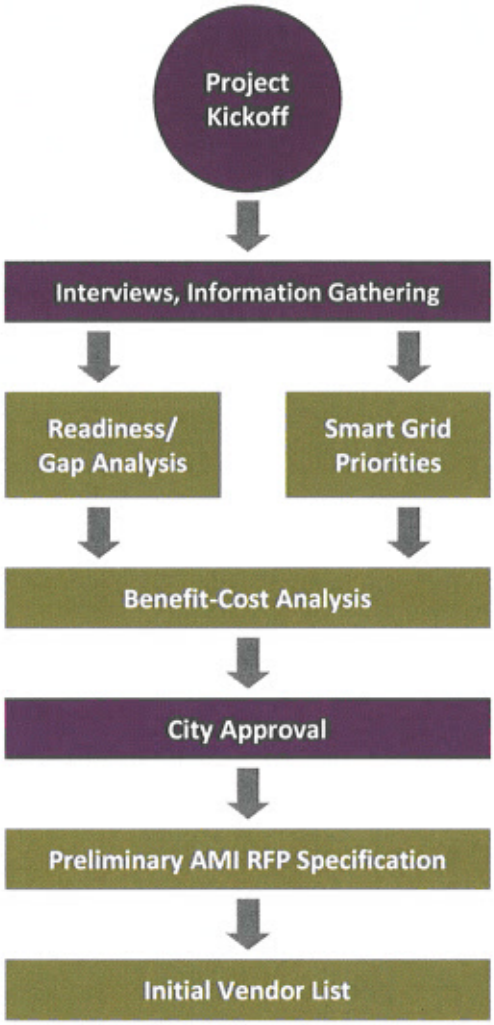

Figure 2-1. RFP Development Methodology

2.1 Project Kickoff (Task 1.1)

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

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

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

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

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

Deliverable: Kickoff Meeting notes

2.2 Data Collection/Information Gathering (Task 1.2)

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

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

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

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

Deliverable: Meeting notes from Data Collection/Information Gathering

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

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

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

Deliverable: AMI Readiness Assessment/Process Gap Analysis report

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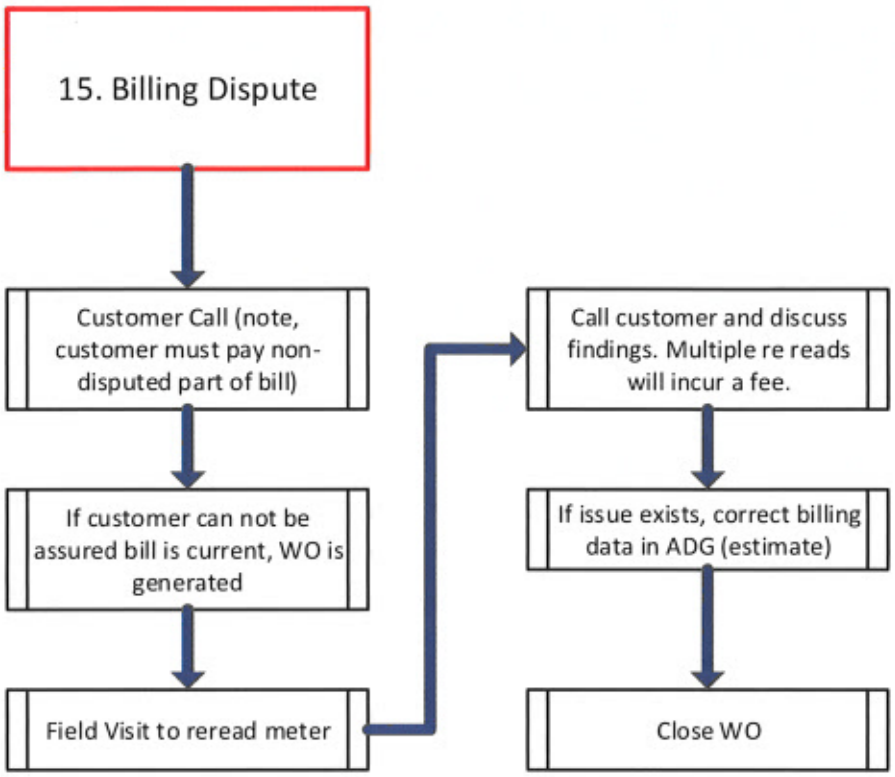

Figure 2-2. Example Business Process Map (Billing Dispute)

2.4 Smart Grid AMI Priorities (Task 1.4)

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

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

Deliverable: AMI Smart Grid Priorities report

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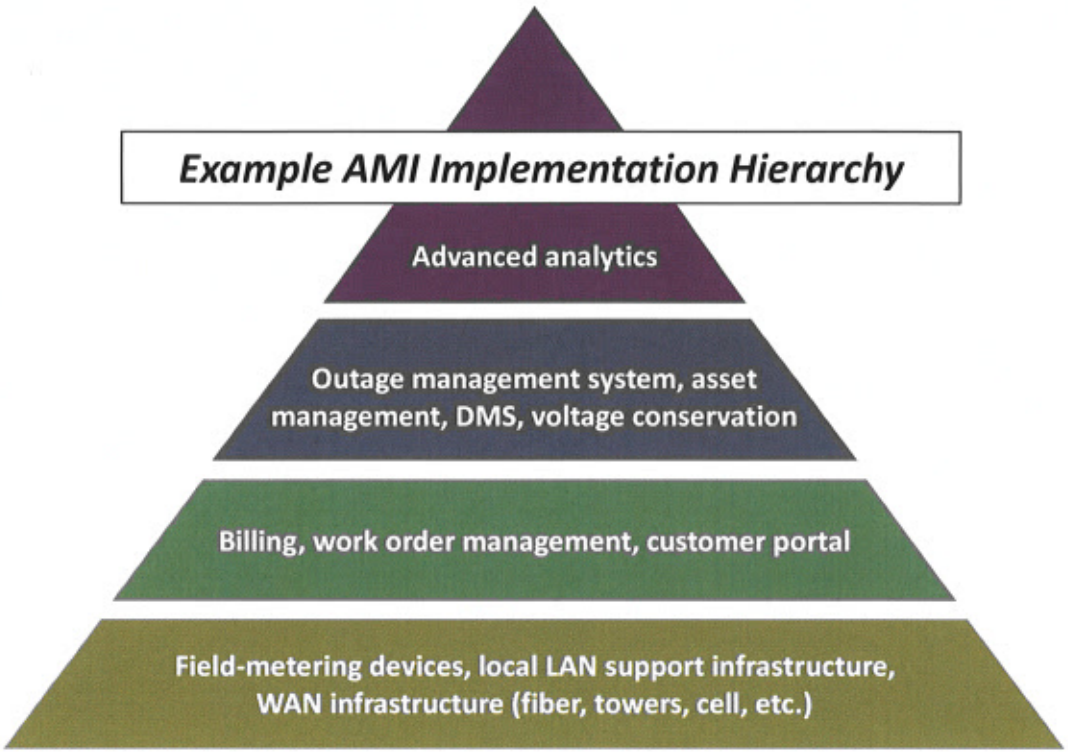

Figure 2-3. Example AMI Implementation Hierarchy

2.5 AMI Benefit-Cost Analysis (Task 1.5)

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

Deliverable: AMI BCA Report

2.6 Commission Review (Task 1.6)

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

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2.7 Preliminary AMI RFP Specification Development (Task 1.7)

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

Additionally, it will address the following:

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

Deliverable: Preliminary AMI RFP Specification

2.8 Meter Geospatial Mapping (Task 1.8)

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

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

Deliverable: Location data contained within the preliminary RFP Specification

2.9 Vendor List (Task 1.9)

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

Deliverable: AMI Vendor List

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2.10 Assumptions for Phase 1

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

Table 2-2. Project Assumptions for Phase 1

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

2.11 Project Schedule for Phase 1

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

Table 2-3. Project Schedule for Phase 1

Task #	Description	Start Date	End Date
1	**PHASE 1: AMI SMART-GRID STRATEGY, PRIORITIES, AND ROADMAP**	10/1/19	1/30/20
1.1	Kickoff Meeting	10/1/19	10/15/19
1.2	Date Collection	10/1/19	11/1/19
1.3	Process Gap Analysis Report / AMI Readiness	108/1/19	11/30/19
1.4	Smart Grid AMI Priorities	12/1/19	12/31/19
1.5	AMI Benefit-Cost Analysis (BCA)	12/31/19	1/30/20
1.6	Commission Review	TBD	TBD
1.7	Preliminary AMI RFP Development	TBD	TBD
1.8	Meter Geospatial Mapping	TBD	TBD
1.9	Vendor List	TBD	TBD

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

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3 FUTURE WORK: PHASE 2 AND PHASE 3 OVERVIEW

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

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

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

Details are provided in the following subsections.

3.1.1 Finalize RFP

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

3.1.2 Issue RFP for Bid

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

3.1.3 Vendor Questions

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

3.1.4 Detailed Phone Interviews for up to Five Vendors

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

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

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3.1.5 Bid Evaluation and Finalization of Bidder Short List

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

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

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

3.1.6 Utility Reference Visits, BAFO, and Final Recommendations

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

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

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

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

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

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

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Table 3-1. Important Contractual Topics

Main Topics			
• Warranty (particularly in the water meter water ingress area) • Indemnity • Limitation of Liability • Damages (liquidated or actual) • Cancellation • System Acceptance			
Specific to Customer Engagement	**Specific to AMI System**	**Specific to Meter Installation**	**Specific to MDM Provider**
1. Rate Comparison 2. Neighborhood Bill Comparison 3. Ease of Use 4. Door Hangers 5. Call Center 6. Customer Portal	1. System Availability % 2. Scheduled Maintenance 3. Disaster Recovery 4. Recovery Times 5. System Security 6. Customer Data Protection 7. Licensing 8. Maintenance and Support 9. Alternate Meter Supplier 10. System Training	1. Insurance 2. Background Checks and Drug Testing 3. WOM system 4. Safety and Protective Equipment Requirements 5. Vehicle Signage 6. Personnel Dress Code and Behavior 7. Right to Remove Personnel 8. Temporary Stand Down Provisions	1. System Availability % 2. Scheduled Maintenance 3. Disaster Recovery 4. Recovery Times 5. Customer Portal 6. System Security 7. Customer Data Protection 8. Licensing 9. Maintenance and Support 10. System Training

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

3.2 Phase 3: Project Execution

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

3.2.1 Vendor (Prime Contractor) Kickoff Meeting

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

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

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

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

3.2.3 Software/Systems Integration

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

3.2.4 Test Bed Oversight and Summary Report

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

3.2.5 Business Readiness Evaluation

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

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4 PROPOSED PROJECT TEAM

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

4.1 Key Personnel and Project Organization

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

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

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

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5 PRICING AND TERMS (FOR PHASE 1 ONLY)

5.1 Pricing for Phase 1

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

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

Table 5-1. Quanta Technology Hourly Rates

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

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

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Table 5-2. Pricing

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

Table 5-3. Expenses

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

5.2 Pricing for Phases 2 and 3

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

5.3 Expiration Date

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

5.4 Terms and Conditions

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

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APPENDIX A: PROJECT TEAM RESUMES

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

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Robert Dumas, PhD

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

Principal Advisor
Protection, Control & Automation

Areas of Expertise

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

Experience & Background

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

Education

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

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David G. Hart, PhD

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

Vice President
Protection, Control & Automation

Areas of Expertise

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

Experience & Background

- Years of experience in the electric power industry 1992–Present
- VP, Protection, Control, and Automation, Quanta Technology 2015–Present
- VP, Automation Solutions, ABB 2014–2015
- Executive Director Solutions, ABB 2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity 2006–2013
- Vice President of Engineering and Quality, Elster Electricity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

Accomplishments & Industry Recognition

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

Education

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

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Mike Longrie MBA

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

Business Development Manager
Central-East Region

Areas of Expertise

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

Experience & Background

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

Education

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

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

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CLEWISTON FLORIDA
AMERICA'S SWEETEST TOWN

FMPA
MUNICIPAL POWER

Advanced Metering Infrastructure (AMI) Project Update and Cost-Benefit Analysis

AMI Project 2020

February 17, 2020

Agenda

- Introduction to Quanta Technology and the Project Team
- What is an AMI System?
- AMI Project Objectives
- Executive Project Summary
- Cost Benefit Analysis

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Quanta Technology Clewiston AMI Team

- ***Quanta Technology team for Clewiston***:
  - Robert Dumas, PhD
  - Mike Longrie
  - David Hart, PhD
- ***We are part of a team of more than 150 people, specializing in the utility industry.***
- ***Quanta Technology, a subsidiary of Quanta Services, is pleased to have supported Florida Municipal Power Authority (FMPA) and their members with work including:***
  - Strategic grid modernization roadmaps
  - AMI support
  - Transmission studies
  - Protection relay studies and settings

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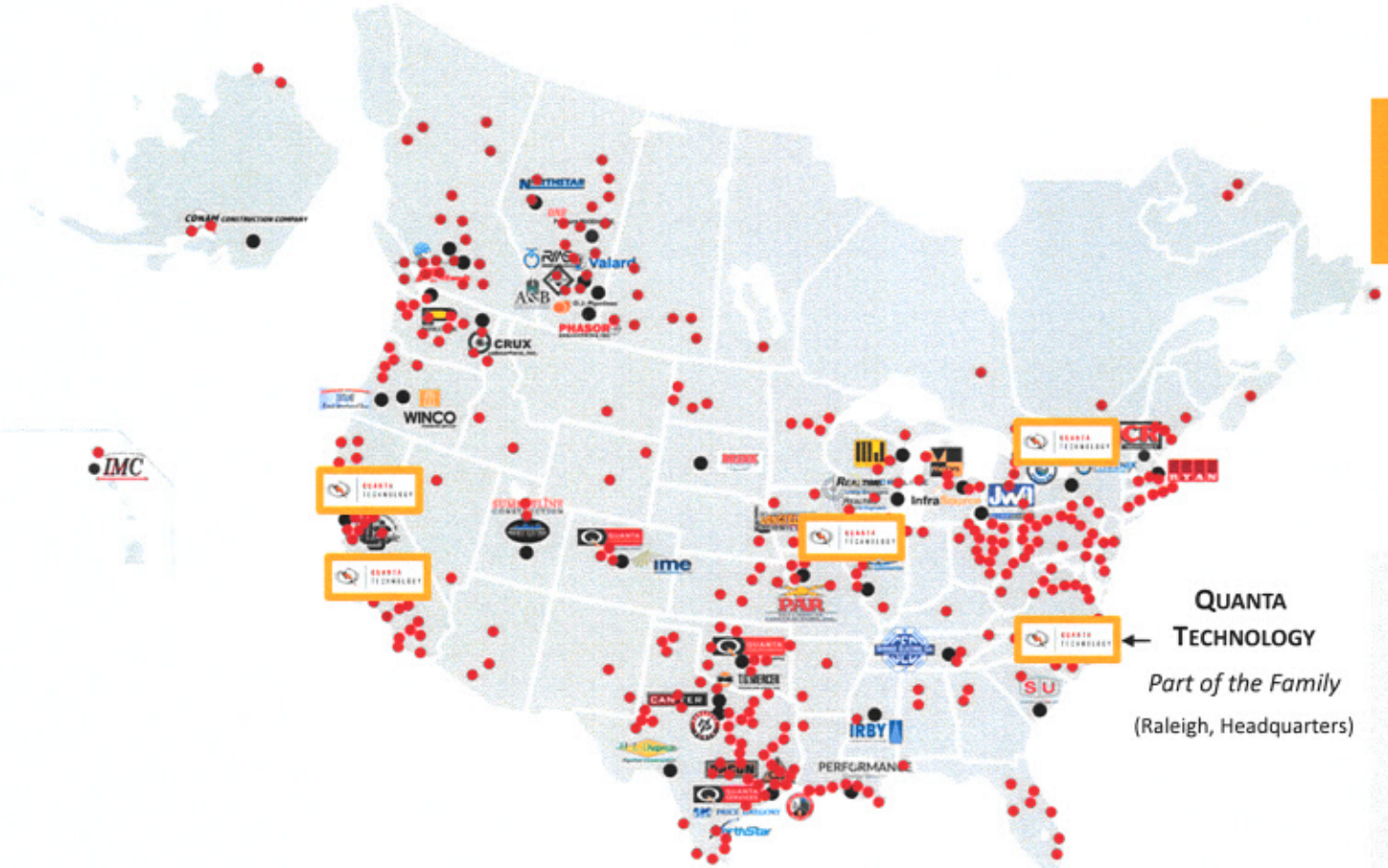
Quanta Services + Quanta Technology

A Powerful Team



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Part of the Family

(Raleigh, Headquarters)

No single provider matches Quanta's scale and scope of work.

QUANTA

Quanta's geographical footprint covers North America, and its network of operating units provides local knowledge coupled with national experience.

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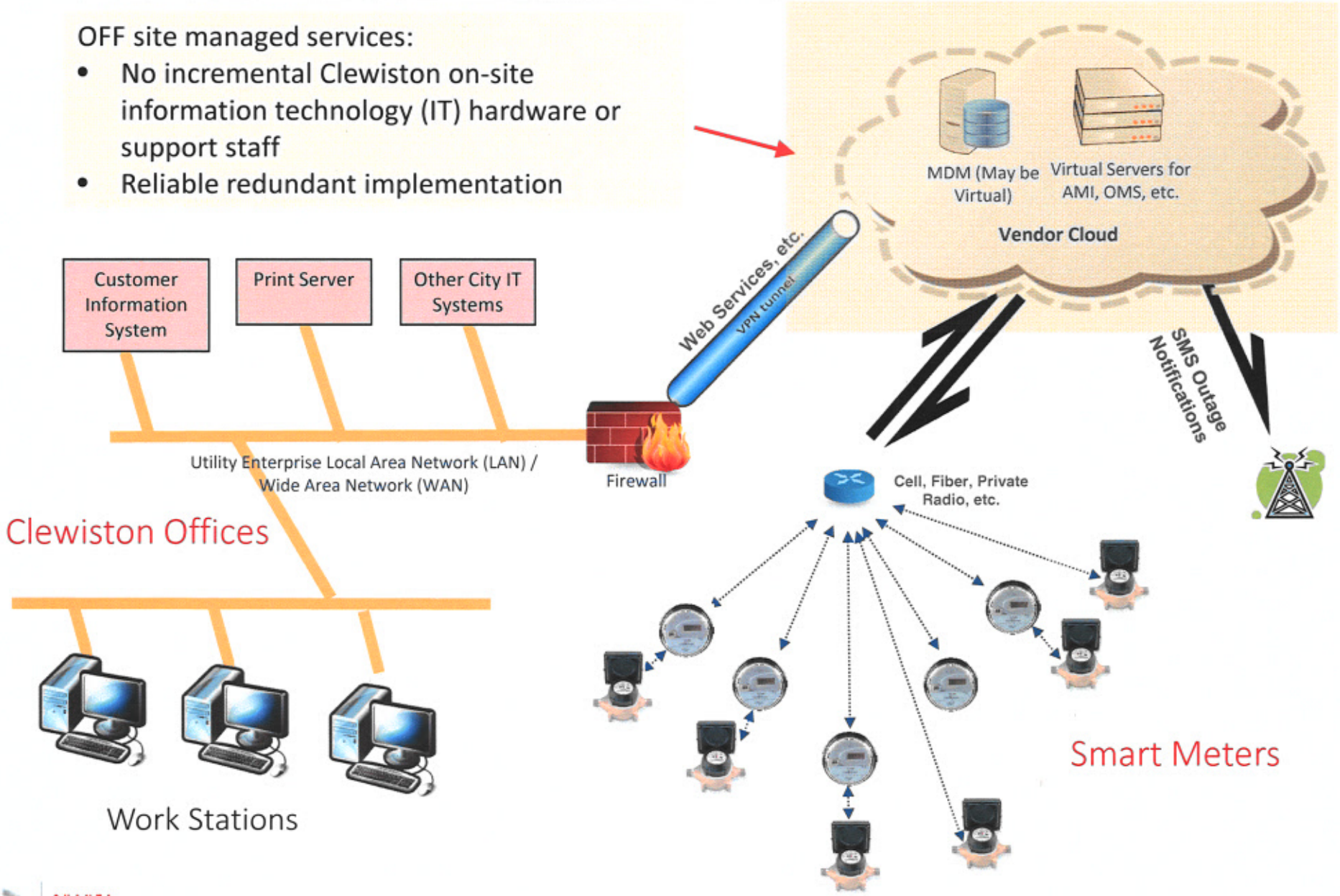
What is an AMI System?

OFF site managed services:

- No incremental Clewiston on-site information technology (IT) hardware or support staff
- Reliable redundant implementation



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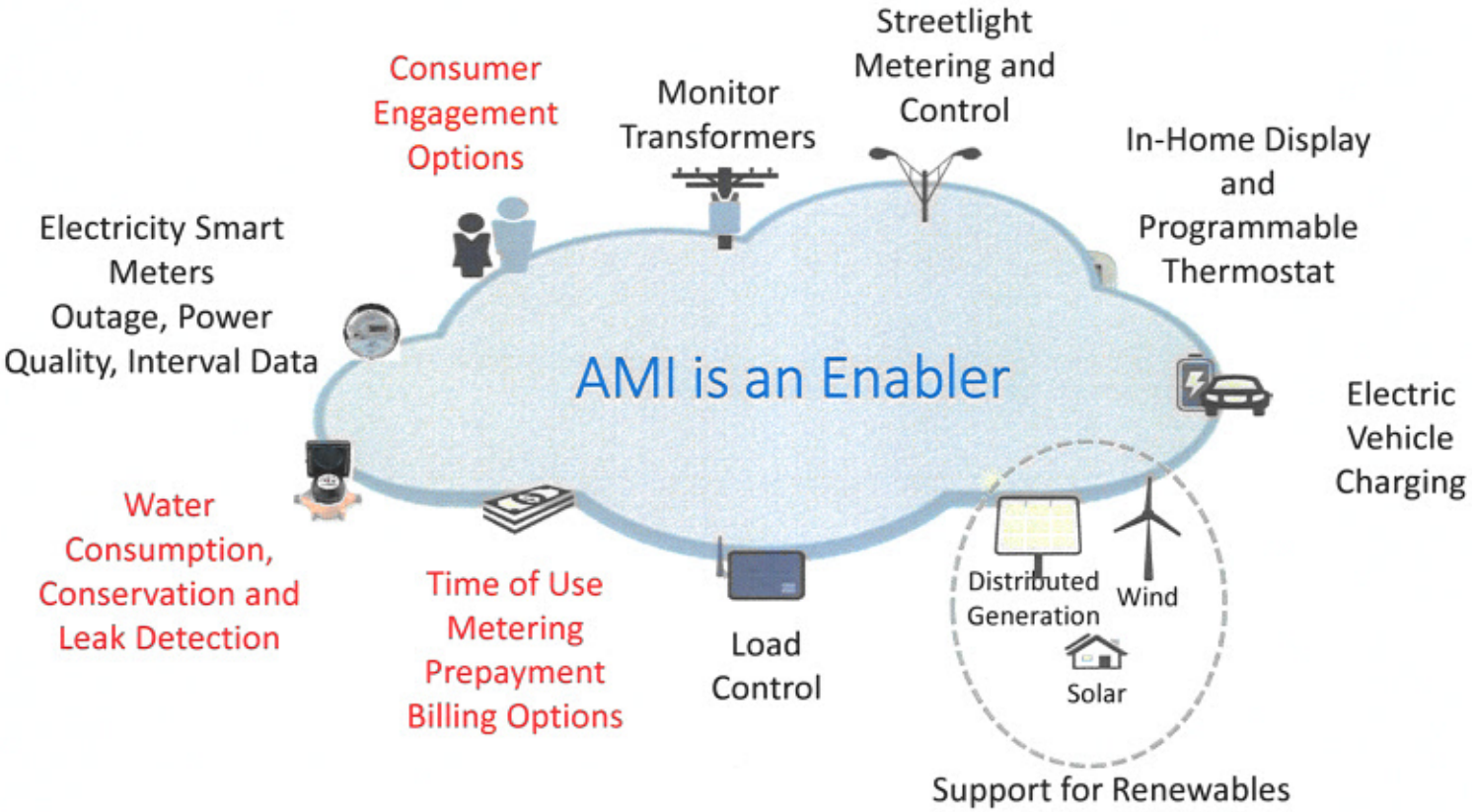
AMI is an Enabler for Grid Modernization



Operational improvements, customer engagement improvements, and future functionality

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AMI Project Objectives

Quanta Technology is currently engaged in phase 1 of the AMI evaluation, which includes:

- Conducting extensive interviews to understand the city's current processes (related to metering and customer engagement); Gathered city data and develop process gap analysis report.
- Assisting the city in developing a prioritized smart grid strategy using an AMI solution tailored to city and customer needs that is economically viable.
- Developing a cost-benefit analysis to support city expenditure approval.
- Addressing and avoiding common pitfalls related to AMI investment, such as:
  - Lack of priorities and specific use cases
  - Insufficient AMI readiness
  - Poor definition of current systems
  - No tailored request for proposal (RFP)
  - Insufficient planning for significant IT systems impacts
  - Insufficient customer engagement
  - Lack of understanding of the scale

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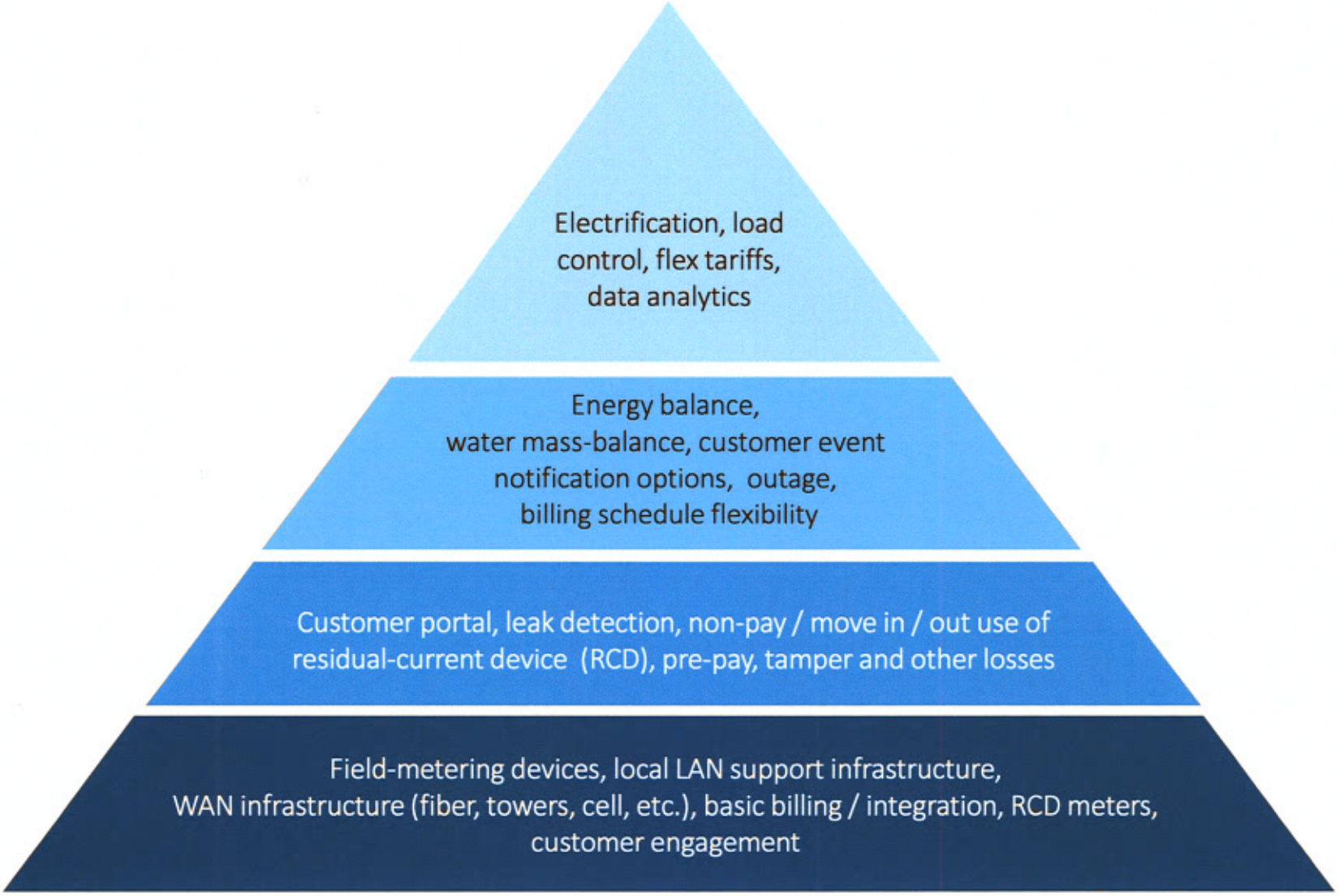
Clewiston Smart Grid and AMI Priority/Strategy



Clewiston Smart Grid Building Blocks

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Executive Project Summary

- Phase 1 deliverables:
  - Gap analysis report – for AMI readiness
  - Smart grid AMI priorities / strategy
  - Cost-benefit analysis
  - Preliminary RFP (technical specifications)
- On schedule, awaiting council approval for next steps
- Scheduled deliverables are on track
- Cost-benefit analysis completed
  - System cost estimated at $2.5 million (plus financing)
  - Annual operational savings approximately > $400,000
  - 4.4 to 7.4 year pay back depending on assumptions
- Attractive "soft benefits"

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Cost Benefit Analysis (CBA) Summary

(All Dollar Values Are Annual)

- Vehicle costs: $10,880
  - Elimination of golf carts
  - Assume 1 person 70% of truck miles eliminated (full time connect person)
  - Assume 2 persons 20% of truck miles eliminated (meter related activities)
  - IRS mileage rate used for trucks; Used Clewiston mileage logs
- Overtime costs: $8,156
  - Based on Clewiston data
- Electric loss costs: $76,996
  - Based on kwh purchased vs sold over 1 year
  - Assumes 2.9% of costs can be recovered
- Cash float costs: $26,104
  - Assumes 4-week improvement for prepay customers (25%)
  - Assumes 1-week improvement for all customers
  - Uses 5% weighted average cost of capital (WACC)
- Forgiveness costs (water & sewer): $37,189
  - Per Clewiston data

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Cost Benefit Analysis (CBA) Summary

(All Dollar Values Are Annual)

- Water loss costs: $166,560
  - Based on Clewiston water loss data
  - Assume 50% of current losses can be eliminated (slow meters and pit leakage)
  - NOTE: Replacement of old meters where under-registration is common could result in revenue increases as high as 10%. To be very conservative we are not including this in the model, however the increase in revenues could be significant.
- Bad debt write off costs: $22,922
  - Clewiston financial data
  - Assume 75% improvement based on pre-pay
- Avoided cost savings: $65,360
  - Assumes, absent AMI, all meters would be replaced over 15 years
  - Includes meter plus install cost
- Relocatable labor: $112,500
  - Assumes full time office personnel savings will be relocated to AMI functions
  - Assumes 2 meter readers (who tend to be transient) - $65,000
  - Assumes disconnect / reconnect technician is reallocated to functions

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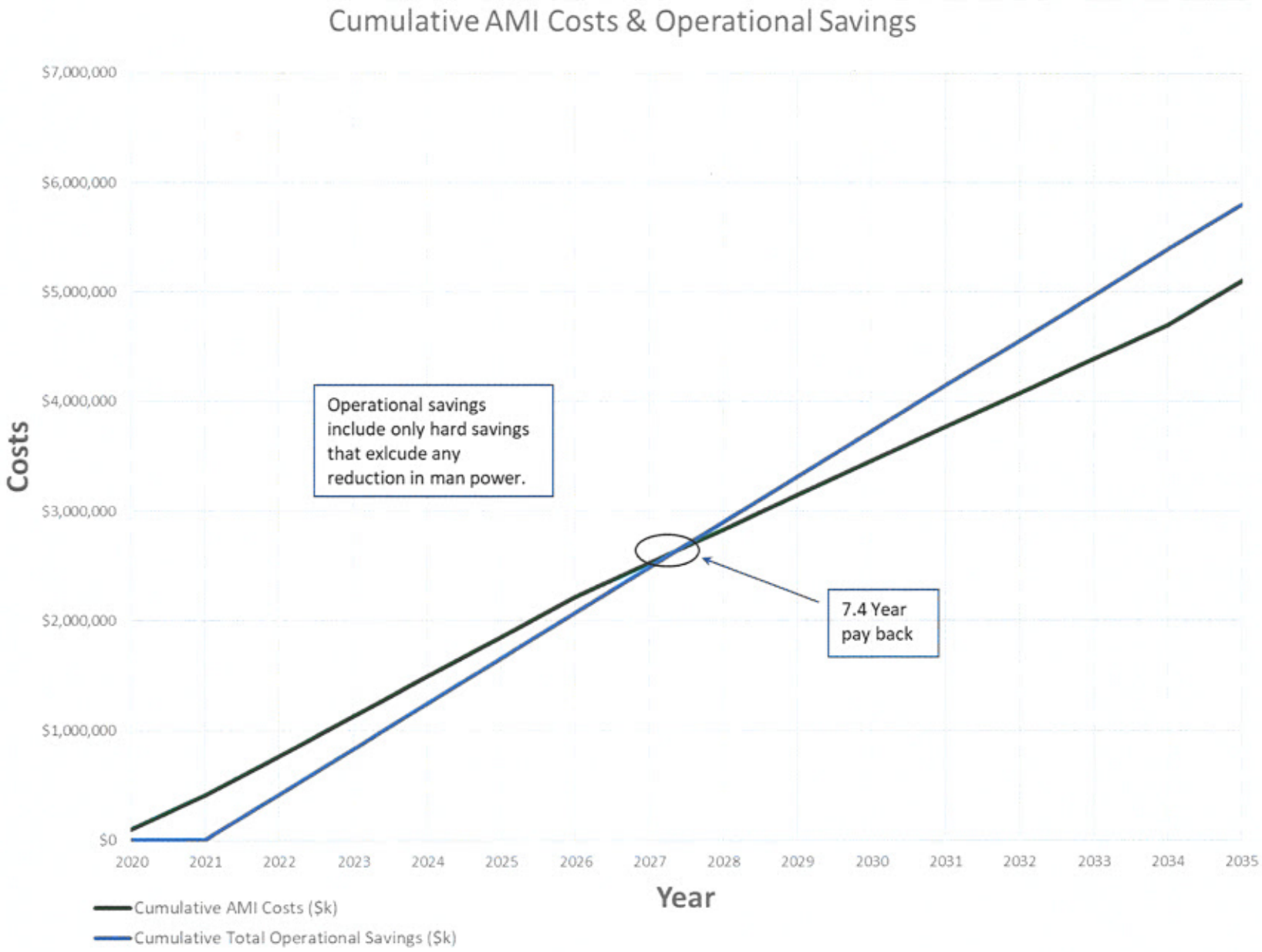
Payback – Option 1



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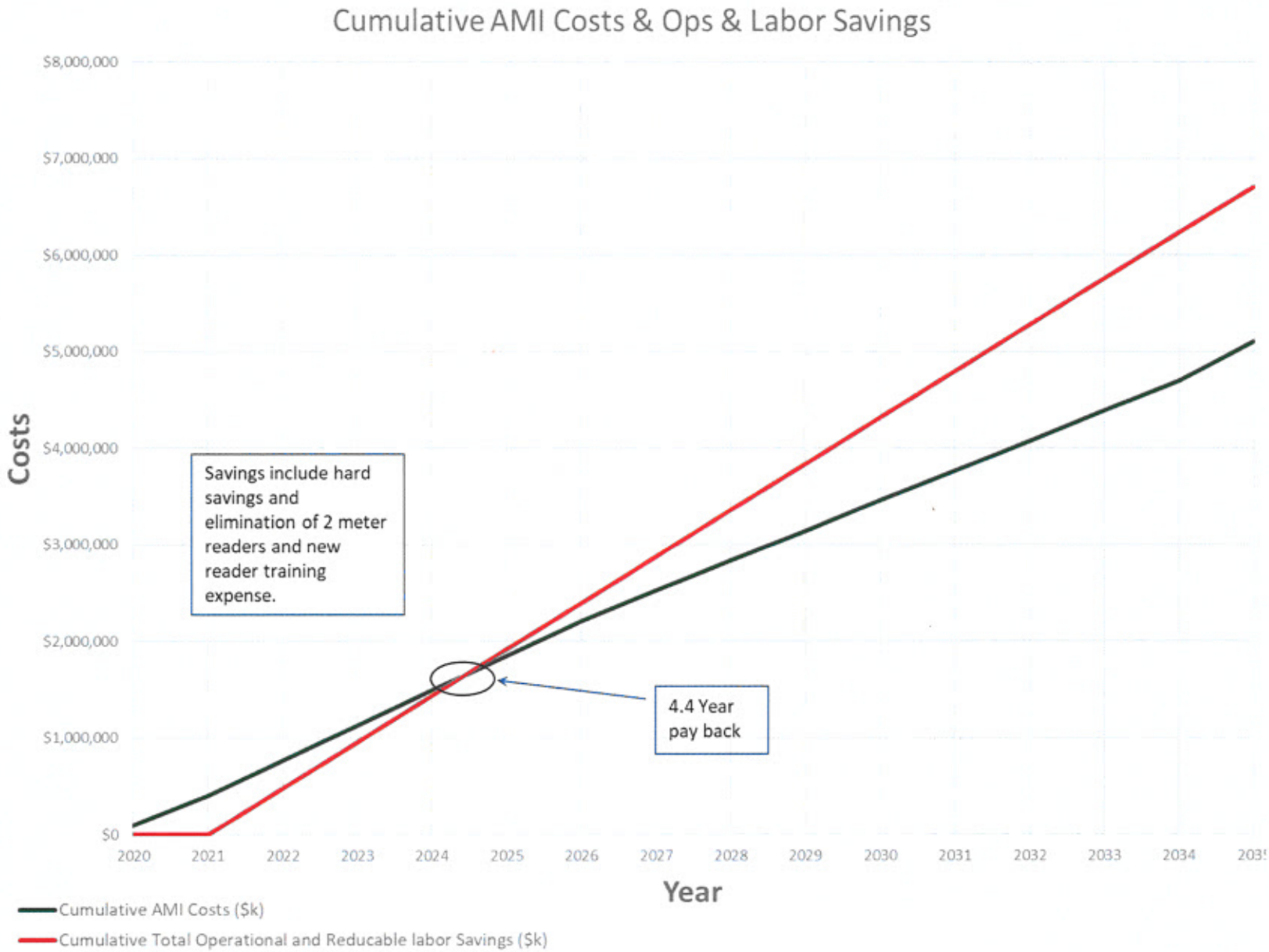
Payback – Option 2



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AMI Implementation Soft Benefits

Soft benefits: (goodwill and others) – Not reflected in costs

Soft benefits	Description	Operational/ City	Community/ Customer
Employee safety	Reduced on site meter visits on customer property	X	
Customer usage data and alerts	Improved customer knowledge of usage with resulting conservation and customer satisfaction		X
Faster detection of theft	Electric and water theft will be identifiable immediately rather than weeks later. This will let the community know that the city knows quickly and will lead to significant theft reductions	X	X
Faster notification of outage and restoration	Improved customer satisfaction with knowing satisfaction and operational savings from situational awareness	X	X
Faster notification of leaks	Improves operational efficiency on leak repair, saves costs of lost water and improves customer satisfaction	X	X
Better power quality monitoring – voltage	Customer satisfaction on reduced blinks, etc.		X
Enabler for future tariffs	Improve operational efficiency (demand management), customer satisfaction due to rate options	X	X
Flexible billing dates (if CIS supports)	Customer satisfaction due to billing data option		X
Aggregated billing (if CIS supports)	Customer satisfaction due to single bill on multiple service points		X
Prepay option – less deposit – improved cash management	This is an enabler of improved cash flow for the city and is normally viewed positively since it helps customer better manage their energy costs and the city can waive deposits for pre-pay account	X	X
Support for future grid modernization activities: electrification/solar/load control	Enhances ability to adopt future programs that benefit operations and customer satisfaction	X	X

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Thank you!

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Back up slides

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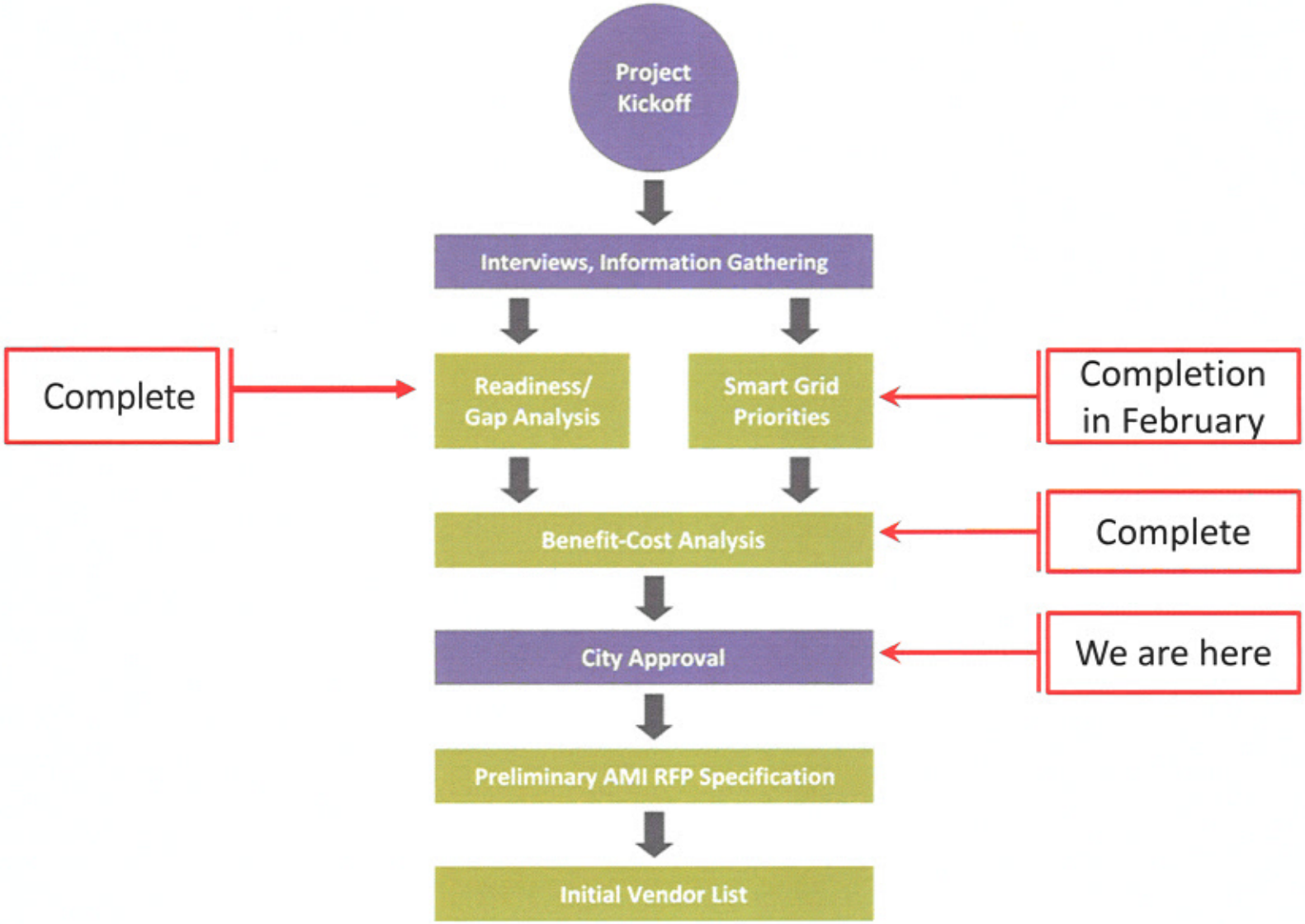
Overall Project Flow and Status



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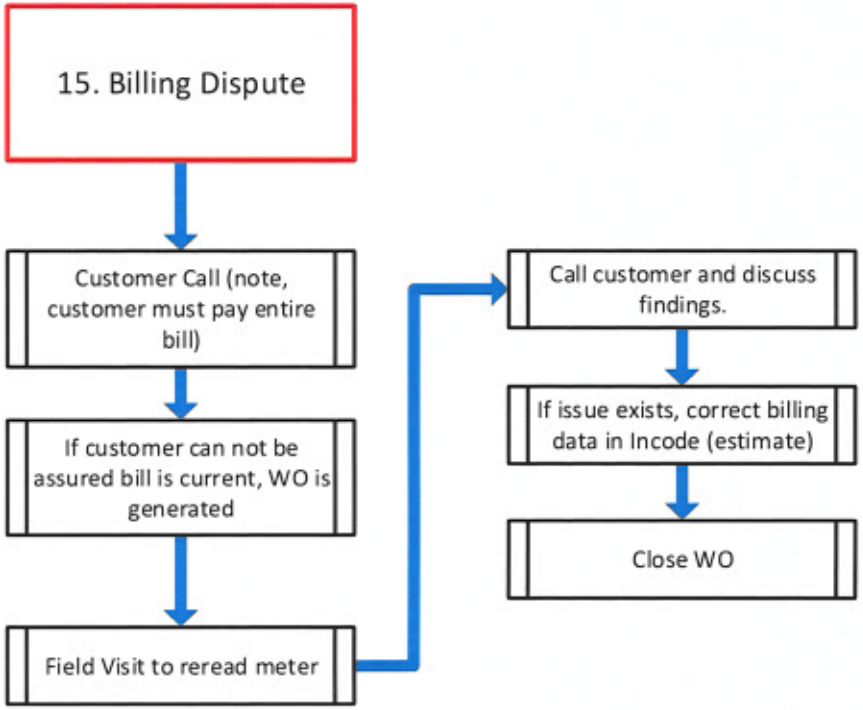
Deliverable Gap Analysis (Example)

- Gap analysis
  - Detailed review with city personnel of current system capabilities and all existing and needed processes for the read-to-billing process as well as other metering related processes such as meter replacement
  - Documented the as-is city metering and billing IT systems in system diagrams
  - Documented 20 water metering processes, 21 electric metering processes as well procedural modifications that will be required with AMI



Interview results document has been submitted, reviewed and approved

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Deliverable Process AMI Only Electric (Example)

Process Flow #	Process Name	AMI Impact	Complexity	Priority	Comments
1	Opt out	YES	High	High	Utility and vendor dependency. Can be a sensitive customer relations issue.
2	Event management	YES	High	High	
3	Firmware updates	YES	High	Medium	
4	Customer portal and other new interfaces	YES	High	High	Tie into existing portal. Will require local support/training.
5	Radio only replacement	N/A	N/A	N/A	Radio is integrated into electric meters
6	AMI read failure	YES	High	Medium	
7	Pre-pay	YES	High	Medium	May require third party interface
8	Medical do not disconnect	YES	Medium	High	

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Deliverables - Draft RFP Sections

- GENERAL OVERVIEW
- CUSTOMER ENGAGEMENT
- AMI ELECTRIC METERS
- AMI WATER METERS AND MODULES
- NON-METER DEVICES
- COMMUNICATIONS
- METER DEMONSTRATION BOARD
- SOFTWARE SYSTEMS
- CUSTOMER IT SYSTEMS INTEGRATION
- SECURITY
- SYSTEM PERFORMANCE
- FIELD INSTALLATION AND WORK ORDER MANAGEMENT (WOM)
- ACCEPTANCE TESTING
- TRAINING
- CONTRACTRUAL OBLIGATIONS AND WARRANTIES
- SCHEDULE
- SUPPORT SERVICES
- PRICING

Many system requirements and submittals have been identified from past efforts. Quanta will reduce these to more appropriately fit a Clewiston-sized project. Significant updates and / or new items will be added prior to draft submittal based on our on site kickoff meeting.

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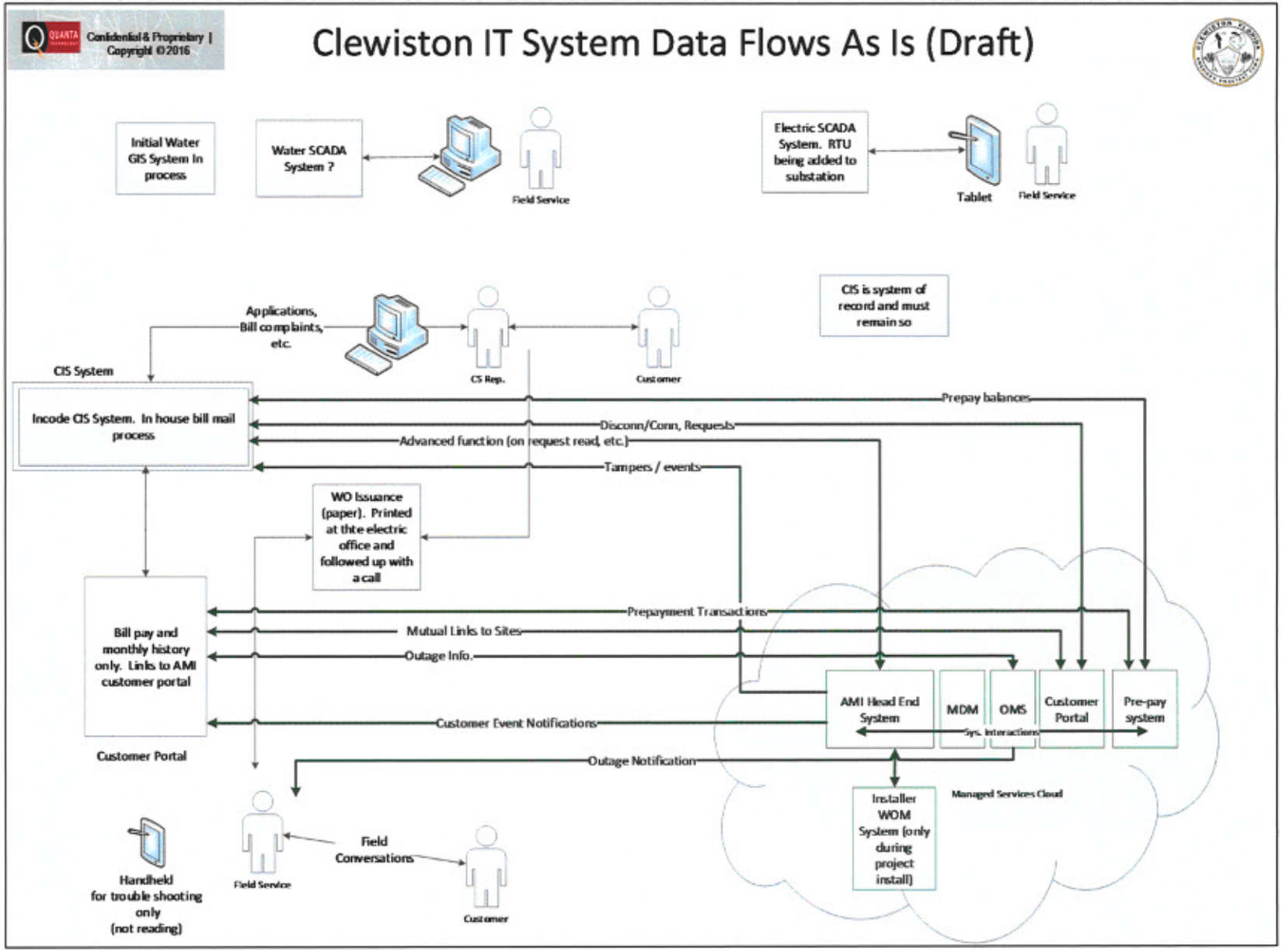
Deliverable System Flows - As Will Be



AMI System Cost Benefit Approach

- Quanta Technology developed an estimate for the installed AMI system
  - Leveraged domain knowledge and Department of Energy (DOE) cost data from the US DOE Smart Grid Investment Grant Program to develop the cost estimate – DOE data are largely in line with our expectations
  - Included in the DOE Smart Grid Investment Grant (SGIG) report are eight utility case studies
    - Cases studied varied from small and mid-size co-ops and municipalities to large IOUs
    - Some outliers were excluded from the analysis (AMR & fiber to the meter)
  - An installed AMI system budgetary estimate of $2.5 million (plus financing)
    - A total of 8,600 meters (water and electric meters), with per-meter basis of $281
  - The estimate includes system (hosted), software, meters, installation, training, etc.
- Developed annual cost savings and other CBA inputs from meetings with and emails with Clewiston personnel.
- Estimated maintenance costs as 5% of capital expenditure, or $120,000 / year

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AMI System Cost Savings Categories

- Quanta Technology developed costs estimates using Clewiston input. The Three categories are:
  1. Hard Savings
  2. Reducible Headcount
  3. Soft Savings
- Cost benefits analysis tables and plots to follow do not include and soft savings
- Tables and plots show separate analysis including hard savings and labor savings.

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AMI CBA Inputs - References

Ref #	Description	Ref File Name	Source
1	Clewiston Internal Electric billing Summary	Clewiston Referenced Files\Clewiston Electric Stats 2019-11-09.xlsx	Monica During Kickoff Meeting
2	Clewiston Internal Water billing Summary	Clewiston Referenced Files\Clewiston Water Recap 2019 Final.xls	Monica During Kickoff Meeting
3	Clewiston Internal Sewer billing Summary	Clewiston Referenced Files\Clewiston Sewer Recap 2019-11-09.xls	Monica During Kickoff Meeting
4	Clewiston Financial Statement	Clewiston Referenced Files\Clewiston Financial Statement Scan Nov 7, 2019.pdf	Monica During Kickoff Meeting
5	Email from Danny on current Water meter costs	Email from Danny Williams to Bob Dumas11/19/2019	Danny Williams
6	Email from Mike Cox on current Electric meter costs	Email from Mike Cox to Bob Dumas 11/25/19	Mike Cox
7	Incode Database in Excel	Clewiston Referenced Files\Meter Search Results.xlsx	Tara Dyess
8	"Electric Plot" Sheet in this spreadsheet	Clewiston Referenced Files\Meter Search Results.xlsx	Tara Dyess
9	EPRI Assesment of T&D Losses in NY - Nov, 2012	Clewiston Referenced Files\Florida.xlsx	Julio Romero
10	Email from Danny Williams to Mike Longrie	Email from Danny Williams to Mike Longrie 12/04/19	Danny Williams
11	Epa Water Loss & Control Document	Clewiston Referenced Files\epa Water Loss Assesment.pdf	EPA
12	Project Interview Documentation	QT_City of Clewiston Interview Doc 1-3-20 Final	Quanta/Clewiston Meeting
13	Email from Lynne Mila to Bob Dumas 1/10/20	Email from Lynne Mila to Bob Dumas 1/10/20	Lynne Mila
14	Smart Grid Investment Grant (SGIG) Program Final Report 12/2016	Smart Grid Investment Grant (SGIG) Program Final Report 12/2016	DOE

References #s cited in following slides

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AMI Costs

1	AMI Costs

Estimated AMI costs (all in, including install)	Inputs	Note	Total Cost
Number of electric meters	4300	Reference 7	
Number of water meters	4300	Reference 7	
Average installed cost	$281	Reference 14	$ 2,416,600
			$2,416,600

Estimated AMI On-Going costs	Inputs	Note	Annual Costs
Annual Maintenance (%)	5%		
Annual Maintenance ($)	$120,830		
			$120,830

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AMI Operational Savings

2 Operational Savings

Vehicle Costs	Inputs	Note	Annual Savings
Golf Cart Annual Cost (including depreciation)	$ 1,500		
Golf Cart depreciable life	5		
Number of carts	3		
average pickup truck miles driven	10,000		
% miles for field meter related work (Winford)	70%		
% miles for field meter related work (Linemen)	20%		
Number of Linemen	2		
IRS mileage rate ($/mile)	$ 0.58		
Pickup trucks and golf carts used for meter reading	$ 10,880	Assumptions: meter readers use golf carts, 20 disconnects/reconnects per week, 10,000 miles per year per truck, 70 percent of mileage for 1 person (Winford), 20 percent of mileage for 2 linemen, IRS rate of 58 cents per mile, golf carts with 5 year depreciable rate used for meter reading, depreciation of $1500 per year. Reference 10.	
			$ 10,880.00

Overtime Costs	Inputs	Note	Annual Savings
	$8,156	Costs associated with field functions that would be eliminated with AMI - after hours reconnects, etc. Reference 14	$ 8,156
			$8,156

Electric Loss Costs	Inputs	Note	Annual Savings
Total Annual electric purchases (kwh)	106,201,774.00	Reference 4	
Annual Losses	6.4%	Reference 4	
System Losses after AMI	3.5%		
Loss savings due to AMI	2.9%	Savings from replacing slow EM meters and theft elimination. Total typical US total distribution losses 3 to 4 percent. Typical US tamper related losses 0.5 to 2 %. Reference 1, Reference 9 (EPRI Study), References 7 & 8 (meter age data).	
			$76,996

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AMI Operational Savings (Continued)

Cash Float Costs	Inputs	Note	Annual Savings
Current read to bill delay (weeks) for non-PP	1		
Avg Monthly Water Billed	$ 176,000	Reference 2	
Avg. Monthly Sewer Billed	$ 112,000	Reference 3	
Avg. Monthly Electricity Billed	$ 947,690.00	Reference 1	
Total Amount Being Floated	$ 1,235,690.00	water, sewer & electric floated	
Percent of customer using pre-pay	25%	Electric only. 25% prepay (per Randy (11/4/19). Reference 12.	
Monthly interest rate	0.42%		
WACC	5%		
Weekly interest rate	0.10%		
Float savings per year from 1 week improvement in billing speed improvement	$ 14,258	1 week of float improvement per month for 12 months.	
Float savings from electric prepay	$11,846	Monthly billing. 0.42% per month.	
			$26,104

Forgiveness Costs (water & Sewer)	Inputs	Note	Annual Savings
Monthly Water / Sewer Leak forgiveness	$ 3,099	Forgiveness for various customer complaint reasons including incorrect billing. Monthly data from Monica. Reference 13	
			$ 37,189

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AMI Operational Savings (Continued)

Water Loss Costs	Inputs	Note	Annual Savings
Per 1000 gal. cost to deliver	$ 3.47	Cost of water delivery per 1000 gal. Reference 2	
Losses per month - gallons	8,000,000	Monthly unaccounted for water. Reference 2	
Monthly Loss Water Cost	$ 27,760		
Reduction in Losses after AMI	50.0%	Assumption is that with leak location information from AMI, the City can reduce by 60%. Reference 11	
			$166,560

Bad Debt Write off Costs	Inputs	Note	Annual Savings
Water / Sewer & Electric	$ 30,562	Write off for water & electric non-pay. Reference 4. Assumes 75% write-off can be avoided.	$22,922
			$22,922

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AMI Avoided Costs and Relocatable Labor

3 Avoided Cost Savings

Annual Meter Replacement Avoidance	Inputs	Note	Annual Savings
Electric meters	4,300	Reference 7	
Water meters	4,300	Reference 7	
Current non-AMI electric meter cost	$45	Reference 5	
Current non-AMI water meter cost	$48	Reference 6	
City install cost non-AMI electric meter cost	$35	assumes contractor installation costs	
City install non-AMI water meter cost	$100	assumes contractor installation costs	
Avoided non AMI water meter costs	$42,427	Costs will be incurred even with out AMI implementation.	
Avoided non AMI electric meter costs	$22,933		
			$65,360

Total Annual Operational Savings	$414,167

4.a Reduceable Labor

Reduceable Labor (Meter Reader labor Costs)	Inputs	Note	Annual Savings
Number of readers	2	have 2 plus the person who does disconnects could be reallocated	
Annual Salary (reader)	$30,000	Number from Danny Williams	$ 60,000
Cost to train new reader	$2,500	2 per year hired - Cairo data, cost estimated at on month salary	$ 5,000
			$ 65,000

Total Annual Operational & Labor Savings	$479,167

4.b Reallocatable Labor

Reallocable Labor (turn on/off tech)	Inputs	Note	Annual Savings
Turn on/off field rep (blended cost)	$35,000	Quanta Estimate	
Turn-on/Turn off FTE	0.5	Estimate from discussions with City	
Turn-on/Turn off Cost	$ 17,500		$ 17,500
			$ 17,500

Bill Correction / Estimation labor Costs	Inputs	Note	Annual Savings
Billing Clerk Salary	$ 40,000	Includes other issues resolutions like read errors. Data from Danny discussion.	
% of time resolving read issues	75%	per discussions with Clewiston personnel	
			$ 30,000

Total Annual Ops. & all labor Savings	$ 526,667

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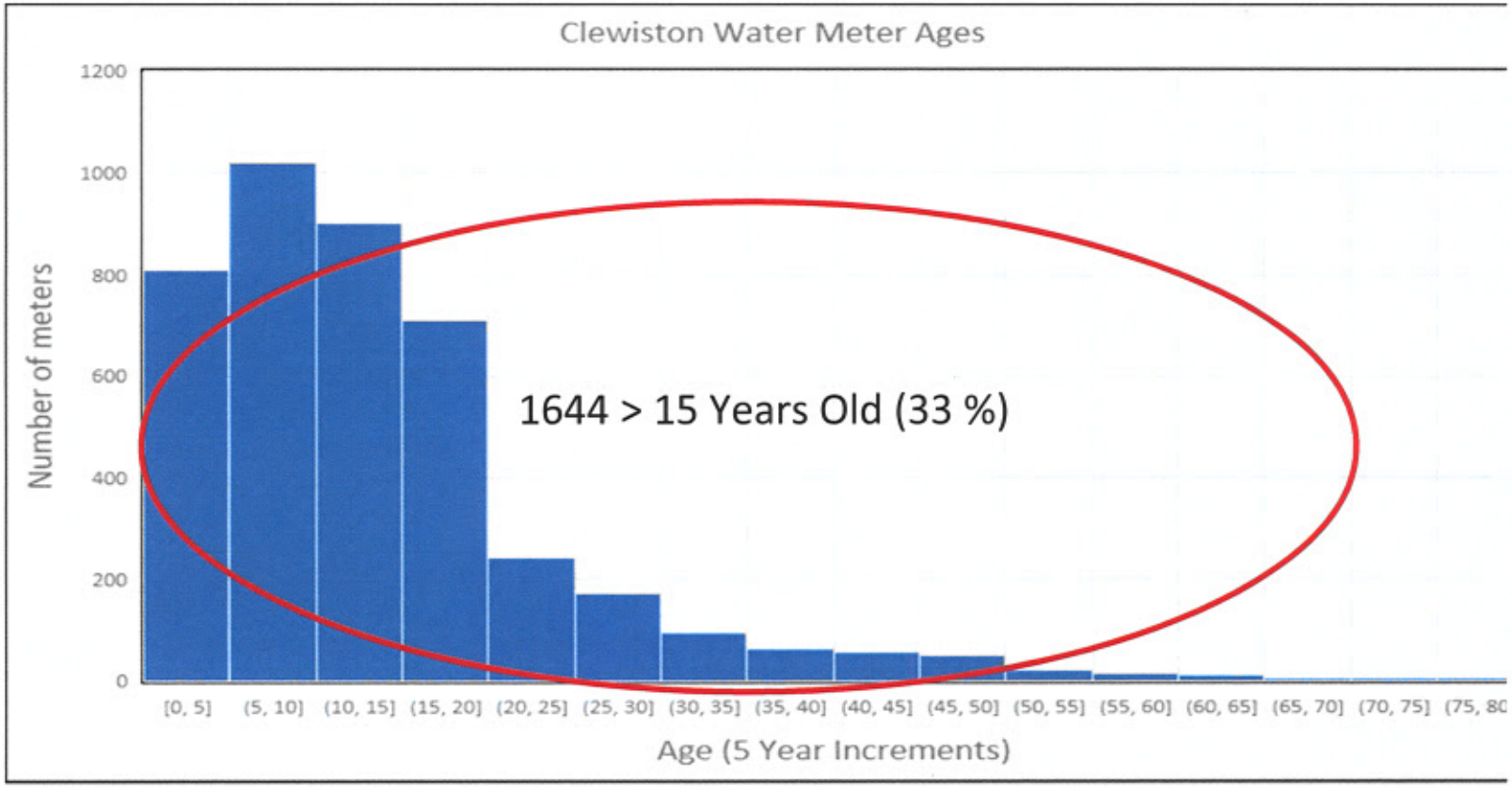
Water Meter Age Chart (AMI Related Avoided Maint. Cost)



One-third of water meters are well beyond the recommended AWWA lifetime and are likely under registering.

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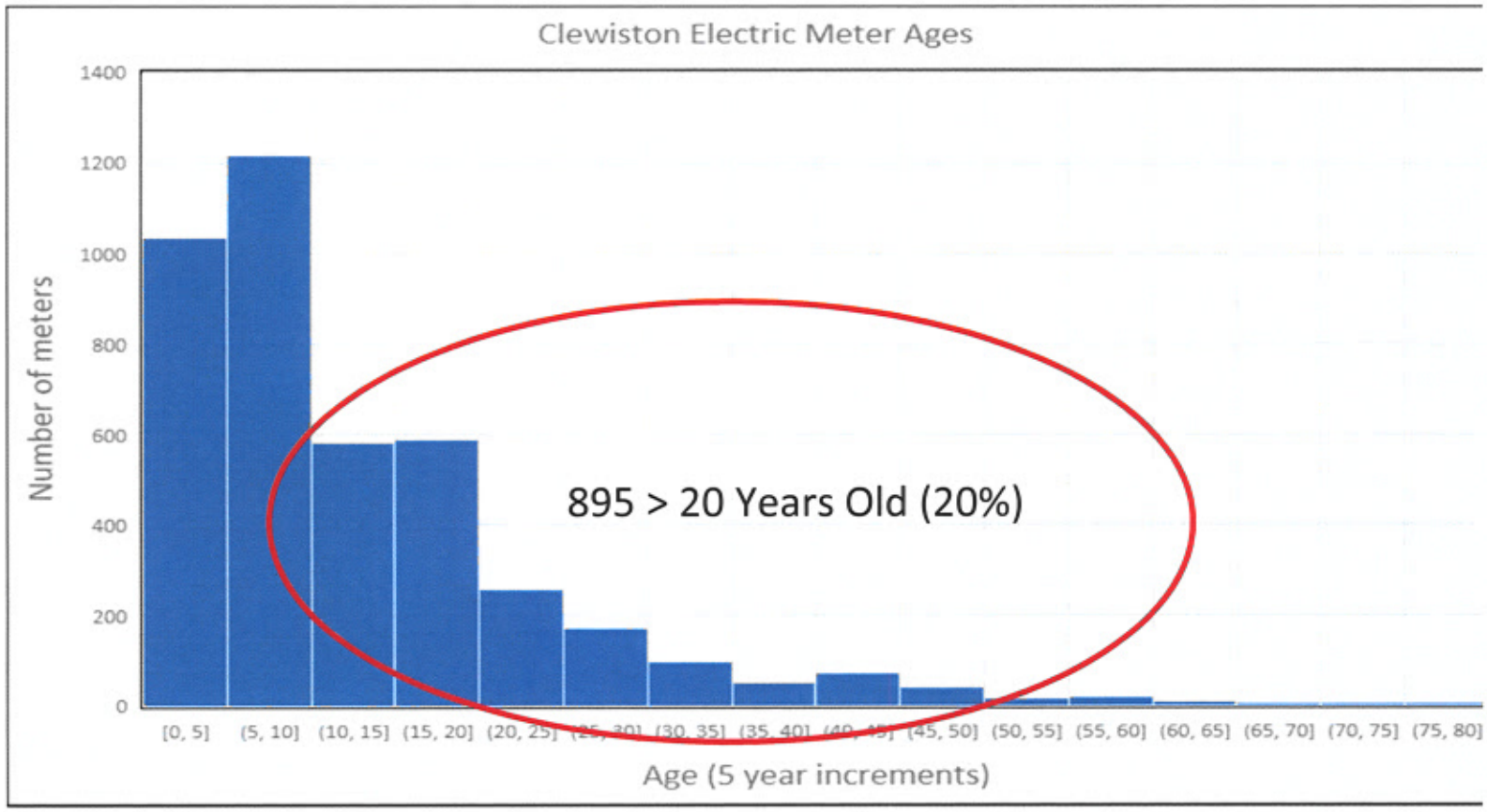
Electric Meter Age Chart (AMI Related Avoided Maint. Cost)



20% of electric meters are old electromechanical meters and are likely under registering.

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CBA Summary Chart

AMI Costs																
YEAR	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total AMI cost	$95,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$285,000
Annual AMI Maint. Cost	$0	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830	$120,830
Mains Maintenance resulting from AMI data	$0	$0	$50,000	$50,000	$50,000	$50,000	$50,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cumulative AMI Costs ($k)	$95,000	$405,830	$766,660	$1,127,490	$1,488,320	$1,849,150	$2,209,980	$2,520,810	$2,831,640	$3,142,470	$3,453,300	$3,764,130	$4,074,960	$4,385,790	$4,696,620	$5,102,450

Operational Savings																
Vehicle Costs	$0	$0	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880	$10,880
Overtime Costs	$0	$0	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156	$8,156
Electric Loss Costs	$0	$0	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996	$76,996
Cash Float Costs	$0	$0	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104	$26,104
Forgiveness Costs (water & Sewer)	$0	$0	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189	$37,189
Water Loss Costs	$0	$0	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560	$166,560
Bad Debt Write off Costs	$0	$0	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922	$22,922
Annual Meter Replacement Avoidance	$0	$0	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360	$65,360
Annual Operational Savings	$0	$0	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167
Cumulative Operational Savings	$0	$0	$414,167	$828,334	$1,242,501	$1,656,668	$2,070,835	$2,485,002	$2,899,169	$3,313,336	$3,727,503	$4,141,670	$4,555,837	$4,970,004	$5,384,171	$5,798,338
Cumulative Total Operational Savings ($k)	$0	$0	$414,167	$828,334	$1,242,501	$1,656,668	$2,070,835	$2,485,002	$2,899,169	$3,313,336	$3,727,503	$4,141,670	$4,555,837	$4,970,004	$5,384,171	$5,798,338

Reduceable Labor (Meter Reader labor Costs)																
Reduceable Labor (Meter Reader labor Costs)	$0	$0	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Annual Labor Savings	$0	$0	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Cumulative Labor Savings	$0	$0	$65,000	$130,000	$195,000	$260,000	$325,000	$390,000	$455,000	$520,000	$585,000	$650,000	$715,000	$715,000	$715,000	$715,000
Cumlative Total Reducable Labor Savings	$0	$0	$65,000	$130,000	$195,000	$260,000	$325,000	$390,000	$455,000	$520,000	$585,000	$650,000	$715,000	$715,000	$715,000	$715,000

Reallocable Labor (turn on/off tech)																
Reallocable Labor (turn on/off tech)	$0	$0	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500
Bill Correction / Estimation labor Costs	$0	$0	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Annual Labor Savings	$0	$0	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500	$47,500
Cumulative Labor Savings	$0	$0	$47,500	$95,000	$142,500	$190,000	$237,500	$285,000	$332,500	$380,000	$427,500	$475,000	$522,500	$570,000	$617,500	$665,000
Cumlative Total Labor Savings	$0	$0	$47,500	$95,000	$142,500	$190,000	$237,500	$285,000	$332,500	$380,000	$427,500	$475,000	$522,500	$570,000	$617,500	$665,000

Total Savings																
Annual Operational Savings	$0	$0	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167	$414,167
Annual Operational and Reducable Labor Savings	$0	$0	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167	$479,167
Cumulative Total Operational and Reducable labor Savings ($k)	$0	$0	$479,167	$958,334	$1,437,501	$1,916,668	$2,395,835	$2,875,002	$3,354,169	$3,833,336	$4,312,503	$4,791,670	$5,270,837	$5,750,004	$6,229,171	$6,708,338

Summary																
YEAR	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Cumulative AMI Costs ($k)	$95,000	$405,830	$766,660	$1,127,490	$1,488,320	$1,849,150	$2,209,980	$2,520,810	$2,831,640	$3,142,470	$3,453,300	$3,764,130	$4,074,960	$4,385,790	$4,696,620	$5,102,450
Cumulative Total Operational Savings ($k)	$0	$0	$414,167	$828,334	$1,242,501	$1,656,668	$2,070,835	$2,485,002	$2,899,169	$3,313,336	$3,727,503	$4,141,670	$4,555,837	$4,970,004	$5,384,171	$5,798,338
Cumulative Total Operational and Reducable labor Savings ($k)	$0	$0	$479,167	$958,334	$1,437,501	$1,916,668	$2,395,835	$2,875,002	$3,354,169	$3,833,336	$4,312,503	$4,791,670	$5,270,837	$5,750,004	$6,229,171	$6,708,338

Assumptions:

AMI system is financed over 15 years. No payment in year 1 of the project.

$50K per year included for mains repairs discovered during year 3-7 of AMI implementation.

Operating savings will not start until year 3.

Avoided capital expenditure for non-AMI meters occurs over life of the investment starting in year 3.

Assumes 4-5% of AMI cap cost yearly for maintenance.

QUANTA TECHNOLOGY

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CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

February 13, 2020

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: Driveway Apron Ordinance Recommendation

During my tenure here, it has been requested by Commission members that several items pending upon my arrival be reviewed and that I report on them. One of those items is the status of the most recent Ordinance adopted on second reading on March 4, 2019 imposing a deadline of February 1, 2020 requiring action on unpaved driveway aprons.

After reviewing the attached estimate of the scope and number of affected driveways citywide and the consulting engineer's preliminary cost estimate if the City were to undertake a comprehensive project to address deficiencies, it is my recommendation that the City opt to include the upgrades when projects are undertaken by the City on affected street sections or as individual property owners are required by other code provisions to do so.

To do a comprehensive approach with the City fronting the money and financing repayment through assessments would require a significant borrowing at this time and I believe other priority capital improvements should be assessed first and will likely be recommended as higher priorities when the City's capital improvements plan is updated during this year's budget development cycle to create a new 5 year plan.

If the Commission is so inclined to accept this approach, a revised ordinance effecting the recommendation can be prepared for consideration at the next meeting. Given the history on this topic, my recommendation is that the City refrain from establishing an arbitrary deadline until a funding mechanism is in place to ensure compliance.

Enclosure

Kathy Combass

From: Kathy Combass
Sent: Friday, February 14, 2020 8:15 AM
To: Kathy Combass
Subject: FW: RuffEstimate.pdf
Attachments: RuffEstimate.pdf; ATT00001.htm

From: Andy Tilton <adt@johnsoneng.com>
Date: March 22, 2019 at 1:23:14 PM EDT
To: Sean Scheffler <sean.scheffler@clewiston-fl.gov>
Cc: Mike Lohr <MLL@johnsoneng.com>, Matt Howard <mmh@johnsoneng.com>
Subject: RuffEstimate.pdf

We have taken an initial look at the magnitude of the work that may be encountered. The deletion of the 25 driveways completed was noted and decreased the effort.

We have provided the cost analysis for the major design related components and possible construction costs. This is to give an order of magnitude prior to spending time on a more detailed scope in case the City decides to take another route.

I am available to discuss and will await your decision on moving forward before preparing a detailed scope and fee for a contract.

City of Clewiston
Driveway Aprons

Driveway Aprons Needed	219 Aprons
Driveway Aprons to be Upgraded	310 Aprons
Subtotal*	504 Aprons

*number adjusted with driveways completed by March 20, 2019

Requested drainage review between most uphill driveway and low point (inlet or culvert) will requiire about the same number of additional drives to be considered. Assume half of those will require replacement for regrading of the swale.

Survey 1008 Aprons

Assume most right-of-ways are 60 feet wide. Sections will be from the centerline to ten feet past the right-of-way.

Sections at 3/hour	336	hours
	48	days
Field and office time at $2,000/day	$ 96,000.00	

Field Review

Observe driveway width at right-of-way, drainage from the driveway to the low point, and any special notes such as open or closed drainage, trees, and utilities that may conflict.

Sections at 4/hour	252	hours
Engineer at $135/hour	$ 34,020.00	

Plans

Estimated aprons per sheet of plans	8	
Number of sheets	63	
Sheets w/ cover and details	70	
CAD: $1,200 & Design: $800	$ 2,000.00	per sheet
Subtotal	$ 140,000.00	

TOTAL $ 270,020.00

Construction Cost

Portland Cement Concrete

Estimate that average width is		15	feet
Estimate that average length is		20	feet
Use 3-foot radius return times 2		3.72	square feet
Average area is		303.72	square feet
		33.75	square yards
6" Portland cement concrete	$	65.00	per square yard
Average apron construction cost	$	2,193.53	
Sod the regraded swale		20	square feet per lineal foot
Average length of regraded swale		100	feet
Cost per square yard	$	2.50	
Sod per apron	$	555.56	
Subtotal apron cost	$ 2,771,081.60		
Contingency at 25%	$ 692,770.40		
TOTAL	$ 3,463,852.00		

Asphaltic Concrete

Estimate that average width is		15	feet
Estimate that average length is		20	feet
Use 3-foot radius return times 2		3.72	square feet
Average area is		303.72	square feet
		33.75	square yards
1.5" asphaltic concrete ($200/tn)	$	16.67	per square yard
8" base	$	40.00	per square yard
Average apron construction cost	$	1,912.31	
Sod the regraded swale		20	square feet per lineal foot
Average length of regraded swale		100	feet
Cost per square yard	$	2.50	
Sod per apron	$	555.56	
Subtotal apron cost	$ 2,487,609.60		
Contingency at 25%	$ 621,902.40		
TOTAL	$ 3,109,512.00		

CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

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AREA CODE 863

February 14, 2020

To: Mayor & Commissioners

From: Randy Martin, City Manager

Subject: Library Cooperative update

As I have previously advised, the Hendry County Board of Commissioners met on February 11th and discussed expanding library operations by participating in a multi-county Library Cooperative with Glades and Okeechobee counties. Hendry County and Clewiston currently have an agreement that puts the three libraries in Hendry County in a single cooperative operating agreement solely within Hendry County. Given our current operating relationship with Hendry County and the mutual desire for that cooperation to continue, Hendry County Administrator Jennifer Davis and I have had discussions and meetings on this topic over the past few months. I have also had numerous discussions with City Library Director Natasha Hayes who has provided me considerable information and input on the topic. Director Hayes has also met with and at my request briefed the local Hendry library advisory board on the discussions.

At the request of Hendry Administrator Davis, I have also participated in conversations with Okeechobee and Glades County officials to further discuss options and particulars for expanding to a multi-county cooperative. I was very engaged in these discussions and offered my input on details such as the specifics for the operating relationship between the libraries ongoing and other details for the cooperative agreement such as the makeup of the Cooperative Board which would ensure fair and equitable input and representation for each of the member libraries and participating jurisdictions. With Mrs. Davis support, I advocated that all three of the Hendry library branches in Clewiston, LaBelle and Harlem have representation and the ability to the maximum extent possible to continue to operate in like manner to our current cooperative arrangement between Clewiston and Hendry with minimal impact from the transition in terms of day-to-day operations. None of the County Administrators had any objections to the comments Administrator Davis and I shared and all agreed to bring the topic to the respective Board of Commissioners for consideration.

In Clewiston's case, I am making this report and recommending guidance, but as a practical matter, it is in my opinion imperative that the City share library services with Hendry County. To consider doing otherwise would only have negative implications for the City in particular a major loss in county and

state funding. Likewise, if the Hendry Commissioners choose to pursue the three county cooperative, it is clearly to Clewiston's advantage to remain with Hendry during and after any approved transition. The attached documentation provided to County Commissioners in Hendry and Okeechobee by their respective Administrators further describes the proposed arrangement of a multi-county cooperative of three counties which would allow the opportunity to receive substantial additional state funding to enhance library programs in all participating libraries. I have not identified any negative implications to library services which would be a result of this course of action if a fair and equitable cooperative agreement is achieved.

In light of the fact that the Hendry Board of County Commissioners on Tuesday at their meeting agreed to consider favorable action on pursuing the proposed three county cooperative at their next meeting, **It is my recommendation that the City Commission by motion state its desire and intent to continue in the cooperative relationship with Hendry County for library services that we have enjoyed for the past decade and that the City endorse Hendry County joining the multi-county cooperative to access additional state library funding. I further recommend the City Commission authorize me as city manager to continue to work cooperatively with Hendry County officials and the other participating county representatives to ensure that a fair and equitable cooperative agreement is crafted between the participating counties that is consistent with the Hendry County and City of Clewiston cooperative agreement recognizing that the current county and city agreement will need to be amended as necessary which will require the local agreement to come back to the City Commission for formal action when necessary amendments are finalized.** I plan to attend the next Hendry County Commission meeting on this topic and also plan to meet with the local library advisory board to further discuss particulars of the multi-county cooperative arrangement going forward.

Attachments

Board of County Commissioners
Agenda Request

Date of Meeting: **February 11, 2020**

Date Submitted: **February 5, 2020**

To: Honorable Chairman Mitchell Wills and Members of the Board

From: Jennifer Davis, County Administrator

Subject: **Library Update and Resolution Request**

Statement of Issue: Glades and Okeechobee Counties have expressed their desire to be a part of our library cooperative

Background: Currently Hendry County library cooperative is comprised of our three libraries within Hendry's borders. City of Clewiston Library, Barron Library, and Harlem Library. The existing interlocal agreement designates the City of Clewiston Commission as the Library Cooperative Board.
In addition to the board designation, it allows the City of Clewiston's Library Director to serve as the coordinator for the cooperative to meet State grant requirements. The coordinator functions do not oversee personnel issues, however include operational best practices and procedures for all participating libraries to follow and adhere to.

Analysis: If the new cooperative is formed that is composed of two additional counties, we will be eligible for additional State funding over and above what we are receiving today. Best estimates are around $300K. This number is calculated of current allocations at each library, therefore if our contributions go down, so does the State allocation dollars. There is also a grant for start up funds that we may be eligible for that is due in March that ranges from $40-$100K.

City of Clewiston Manger, Okeechobee County Administrator, Glades County Administrator and myself have discussed the subject and have outlined next steps to move forward with this partnership.

Notice by Glades and Okeechobee County must be given by April 1st to be effective October 1st 2020 to withdraw from their current cooperative. Okeechobee County has already had board action that they would like to join our cooperative. Glades County has expressed the desire for our board to pass a resolution of intent in order for them to give the April 1st deadline notice. This would allow a level of confidence that we will all be working in good faith to reach an updated or expanded library cooperative agreement that includes the additional members and time to work out the details before next fiscal year.
City of Clewiston Manger will be taking this same request to his board for consideration. The makeup of the new proposed library cooperative board will be a matter of discussion in order to ensure proper representation. In addition, this new board would make decisions on how structurally the cooperative would function in order to meet proper State requirements.

Options:

Option 1: Grant permission for Staff to bring back a resolution of intent to expand current library cooperative to encompass Glades and Okeechobee counties.

Option 2: Do not Approve

Option 3: Board Direction

County Administrator's Recommendation:

Option 1

Attachments: N/A

Okeechobee County
Board of County Commissioners
304 NW 2nd Street
Okeechobee, FL 34972

Department: Library
Category: General Business
Prepared By: Kresta King
Initiator: Kresta King

SCHEDULED
ACTION ITEM (ID # 5743)

SUBJECT: REQUEST TO APPROVE NOTIFICATION TO HEARTLAND LIBRARY COOPERATIVE OF INTENT TO LEAVE AND ENTER INTO A NEW MULTICOUNTY LIBRARY COOPERATIVE

MEETING: Regular Session February 13, 2020

FINANCIAL IMPACT:
There is no impact to the County's budget; but there is an impact of increased library funds through the downsizing of one cooperative and the formation of an additional small multi-county cooperative, that better serves the communities of all six counties.

REQUESTED ACTION:
That the Board of County Commissioners approve action that allows Okeechobee County to provide written notice to the Heartland Library Cooperative (HLC) of the County's intent to leave HLC; subject to Glades County also giving notice; and

authorize the Chairman to execute a Resolution of intent to enter into a new multi-county Library cooperative consisting of Okeechobee, Glades and Hendry County Libraries to better meet the needs of our communities, subject to Glades and Hendry County also agreeing to same; to be prepared by staff.

BACKGROUND:
The Okeechobee County Public Library participates in the Heartland Library Cooperative (HLC), which is currently formed of five (5) counties: Glades, DeSoto, Hardee, Highlands, and Okeechobee. The HLC provides internet service, circulation database, recent release books, and courier service, between all Libraries six (6) days per week. The HLC receives the maximum funding amount allowable of $450,000 because it has five (5) member counties.

It has come to my attention that if HLC were to split into two separate and smaller Cooperatives, consisting of three (3) counties each, then the maximum State Aid funding available would become $678,208 divided among six (6) counties, rather than $450,000 for five (5) counties.

Okeechobee, Glades & Hendry: match grant based on 10 cents per dollar, 3 counties, and estimated local expenditures of $822,155

Base Grant: $250,000
Matching grant: $82,216
Total: $332,216

Highlands, DeSoto & Hardee: match grant based on 10 cents per dollar, 3 counties, and estimated local expenditures of $959,915

Base Grant:	$250,000
Matching grant:	$95,992
Total:	$345,992

It should be noted that as local expenditures increase, the matching funds from state aid increase until it reaches the $1 million threshold. Okeechobee Library should bring in more matching funds for the next two fiscal years due to it's increased local expenditures of flooring replacement of $93,000 in FY19 and roof replacement that should occur in FY20. This will result in additional matching funds for Okeechobee Library itself as well as the new Glades, Hendry, Okeechobee cooperative.

In addition, there is an opportunity to apply for additional grant funds that would assist in defraying the start up costs of a new cooperative through a Library Services Technology and Automation (LSTA) grant that typically ranges from $25,000 to $100,000. The deadline for this grant application is March 16, 2020. I have included an attachment for your review with the most immediate deadlines in the formation of the new cooperative.

This smaller Cooperative would be able to provide expanded advertising for all three Counties via a Cooperative webpage, which would allow each Library to better showcase not only it's programs and resources, but also how wonderful it is to work, live, and raise a family near Lake Okeechobee. The Hendry County Library system has an extensive online collection of educational resources that would be shared with Okeechobee and Glades patrons, and Glades and Okeechobee Libraries have extensive print and audiovisual collections that would be shared with Hendry patrons. Courier service would be faster with less expense due to three counties and five Libraries to visit rather than five Counties and seven Libraries. The same for IT services being able to be provided faster service as there's less infrastructure to maintain with three Counties.

It is my hope that the formation of two smaller cooperatives would allow continued sharing of patrons and items among all six counties, but with fewer expenses for each cooperative, and more money overall to each. Although this sharing concept has not yet been implemented with other Library Cooperatives in the State, the two smaller Cooperatives could certainly model this and better serve the citizens of all six counties.

As Glades, Hendry and Okeechobee Administration already work well together on our economic and transportation development, it appears to be an excellent fit for our Libraries as well.

County Administrator recommends the BOCC approve action that allows Okeechobee County to provide written notice to the Heartland Library Cooperative (HLC) of the County's intent to leave HLC; subject to Glades County also giving notice; and authorize the Chairman to execute a Resolution (once drafted by staff) of the County's intent to enter into a new multi-county Library cooperative consisting of Okeechobee, Glades and Hendry County Libraries, to better meet the needs of our communities, subject to Glades and Hendry County also agreeing to same.

ATTACHMENTS:

- 190731 Heartland scenarios PDFA and ADA (PDF)
- New Cooperative Deadlines PDFA and ADA (PDF)
- to Heartland Library Cooperative Governing Board PDFA and ADA (PDF)

Community Improvement Division

2020

Monthly

January 01 thru January 31

Code Cases Opened: 53

Case Re-inspections: 42

Notice of Violations: 21

Notice of Hearings: 6

Code Cases Resolved: 33

Code lien search requests completed: 17

Rental Inspections Completed: 25

Magistrate Hearing: January 21, 2020 held with 25 agenda items.

Next Scheduled Magistrate Hearing: March 17, 2020, 10:00 am.

Code Enforcement Cases			
January 1, 2020 through January 31, 2020			
Status	CaseNum	GeneralCategory	Address
Opened	20-0004	Dead vegetation	105 S Deane Duff Ave Clewiston
Opened	20-0000	Duties and responsibilities of owner and/or occupant of lot, parcel, or trac	130 W Crescent Dr Clewiston
Opened	20-0039	Duties and responsibilities of owner and/or occupant of lot, parcel, or trac	211 W Ventura Ave Clewiston
Opened	20-0037	Duties and responsibilities of owner and/or occupant of lot, parcel, or trac	420 E Pasadena Ave Clewiston
Opened	20-0038	Duties and responsibilities of owner and/or occupant of lot, parcel, or trac	423 E Sugarland Hwy Clewiston
Resolved	20-0015	Fences, wall & hedges	313 San Luiz Ave Clewiston
Resolved	20-0016	Home Occupation	444 W Sagamore Ave Clewiston
Opened	20-0014	Illegal Construction - no permit	304 W Haiti Ave Clewiston
Opened	20-0001	Illegal Construction - no permit	725 Harvest Ln Clewiston
Opened	20-0005	Illegal Construction - no permit	432 W Sugarland Hwy Clewiston
Resolved	20-0041	Illegal Construction - no permit	100 S Berner Rd Clewiston
Resolved	20-0002	Illegal Construction - no permit	714 Bowden Rd Clewiston
Opened	20-0023	Illegal Parking	426 W Trinidad Ave Clewiston
Resolved	20-0012	Illegal Parking	336 E Obispo Ave Clewiston
Opened	20-0011	Illegal Parking	345 W Ventura Ave Clewiston
Opened	20-0017	Junk	W US 27 Clewiston
Resolved	20-0048	Junk	700 E Del Monte Ave Clewiston
Opened	20-0008	Landscape Maintenance	418 E Sagamore Ave Clewiston
Opened	20-0018	Landscape Maintenance	1005 W Sugarland Hwy Clewiston
Opened	20-0007	Landscape Maintenance	415 E Ventura Ave Clewiston
Opened	20-0020	Landscape Maintenance	604 E Pasadena Ave Clewiston
Opened	20-0003	Local Business Tax Receipt	544 E Sugarland Hwy Clewiston
Opened	20-0047	Property Maintenance - Commercial	113 E Ventura Ave Clewiston
Opened	20-0013	Property Maintenance - Commercial	951 E Sugarland Hwy Clewiston
Opened	20-0042	Property Maintenance - Commercial	800 E Ventura Ave Clewiston
Opened	20-0019	Property Maintenance - Commercial	121 Bond St Clewiston
Opened	20-0045	Property Maintenance - Commercial	820 E Sugarland Hwy Clewiston
Opened	20-0046	Property Maintenance - Commercial	815 E Sagamore Ave Clewiston
Opened	20-0049	Property Maintenance - Residential	315 S San Benito St Clewiston
Opened	20-0032	Shutters	438 W Haiti Ave Clewiston
Opened	20-0031	Shutters	430 W Haiti Ave Clewiston
Opened	20-0024	Shutters	602 W El Paso Ave Clewiston
Opened	20-0026	Shutters	502 W Haiti Ave Clewiston
Opened	20-0027	Shutters	426 W Obispo Ave Clewiston
Opened	20-0030	Shutters	321 W Haiti Ave Clewiston
Opened	20-0029	Shutters	313 W Haiti Ave Clewiston
Opened	20-0036	Shutters	409 W Trinidad Ave Clewiston
Opened	20-0028	Shutters	338 W Obispo Ave Clewiston
Opened	20-0043	Shutters	1110 W Ventura Ave Clewiston
Opened	20-0050	Shutters	618 E Osceola Ave Clewiston
Opened	20-0051	Shutters	621 E Esperanza Ave Clewiston
Opened	20-0052	Shutters	629 E Esperanza Ave Clewiston
Opened	20-0022	Shutters	1025 Caribbean Ave Clewiston
Opened	20-0034	Shutters	322 E Obispo Ave Clewiston
Opened	20-0033	Shutters	445 E El Paso Ave Clewiston
Opened	20-0053	Shutters	634 E Avenida Del Rio Clewiston
Opened	20-0054	Shutters	710 E Avenida Del Rio Clewiston
Opened	20-0040	Shutters	849 E Sugarland Hwy Clewiston
Opened	20-0035	Shutters	641 E Ventura Ave Clewiston
Opened	20-0044	Signs	642 E Sugarland Hwy Clewiston
Resolved	20-0006	Storage on Private Property	408 E Pasadena Ave Clewiston
Opened	20-0010	Utilities	824 E Avenida del Rio Clewiston
Opened	20-0021	Zoning	200 Flagler St Clewiston

* Highlighted cases represent those within the Clewiston Target Area as so described in the City of Clewiston Main Street Revitalization Plan dated May 31, 2016

City of Clewiston
Public Works Department
Monthly Productivity Report
Janurary 1, 2020 thru Janurary 31, 2020

Fleet Management

Units worked on

Fire Dept.	4	Solid Waste	6
Electric Dept.	4	Streets	2
Utilities	7	Recreation	3
Police Dept.	6	Animal Control	1

Facility Maintenance

Clerical hrs.	50	Pressure washing hrs.	10
Plumbing hrs.	20	Painting hrs	3
Eelectrical repair hrs.	59	Building repairs hrs	56
Air conditioning repair	7		

Solid Waste

Commercial (Tons)	303.11	Horticulture (Tons)	49.28
Residential (Tons)	345.72	Recycled material (Lbs	46
Roll-offs in service	12	Roll-off revenue	$1,800.00
Tipper carts placed	4	Shopping carts collecte	8

Streets and Sidewalks

Drainage

Culverts cleaned	5310		
Catch basins cleaned	30	Basin debris (Tons)	23.43
Street repairs hrs	18	Streets painted (hours	4

Signs

Information signs	2	Equipment lettered	1
Regulatory signs	25	Signs repaired	8

Landscaping

Trees trimmed (Hrs)	25		
Weed control (gallons	6	Manual weed control (	19
Litter control (Lbss)	388	Mowing (Hrs)	26
Sprinkler repairs (Hrs)	5	Mulching (Hrs)	7

Note : *7 Hours were spent by the Street Dept. picking up trash piles.*
32 Hours were spent on the boat Basin area general maintanance.
22 Hours were spent picking up Palm branches on US 27.
15 Hours were spent assisting the Water Dept. repairing water breaks.
exit lights

Monthly Facility & Park Rentals

JANUARY RENTALS

Facility/Park	Rentals	Resident Status
John Boy Auditorium	5	1 School, 1 Nonprofit, 3 Pageant Practice
Beardley Room	0	
Youth Center	6	3 County , 3 Nonprofit
C.S. Mott Pool	0	
STP Pavilion #1	1	Resident
STP Pavilion #2	0	
STP Pavilion #3	0	
STP Pavilion #4	1	Resident
Sugarland Park Pavilion	1	Resident
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Sugarland Sports Complex	0	
Splash Pad	0	
Chickee	0	

UTILITIES MONTHLY ACTIVITY REPORT FOR FEB 2020

ELECTRIC DEPARTMENT

Kwh purchased	6,852,888	Month of Jan
Kwh sold	6,324,712	
Total Electric Meters	4,150	

OUTAGES	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
	1,129	8,851	12	94 minutes
Street Light repairs	11			
Voltage checks	2			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	33,323	16,915	48 Million Gallons
Total Water Meters	3654		
Water Breaks	5		

SEWER PLANT

Gallons Processed	1.35	Month of Jan

OFFICE ACTIVITY

New Accounts (Move Ins)	64
Closed Accounts (Move Outs)	36
Disconnects for Nonpayment	127
Reconnects from Nonpayment	116
Meter Rereads Completed	9
All Locates	49
All Meter Changes	29
Miscellaneous	51
Trim Tree	15
Total other Work Orders completed	30
Total Work Orders Completed by all Departments	544

PROTECTIVE INSPECTIONS ACTIVITY REPORT FOR COMMUNITY DEVELOPMENT DEPARTMENT
January 2020

Building Department

- Issued 19 permits
- Performed 101 inspections
- Performed 19 plan reviews
- Serviced phone: 301 walk-in: 180 customers (both by phone & walk-ins)
- Lien searches researched – 12
- Business Licenses issued – 5
- Issued (4) yard sale permits
- Prepared monthly report for U.S. Census Bureau
- Prepared monthly report for SW Florida Regional Planning Council
- Prepared monthly report for Hendry County Property Appraiser

Planning & Zoning

- **Approval of Minutes of Regular Meeting held on July 31, 2019**
- **Proposed Commerce Park Request: Rivera's Transmission and Auto Repair**
- **Potential Revisions: Ch. 6 – Alcoholic Beverages**
- **Proposed Ordinance: Vacant Building Registration**

Community Redevelopment Agency

- No Meeting

Building Board

- No Meeting

Fire Marshal & Fire Department

- The fire department responded to:

4	First Responder calls
24	City calls
26	County calls
15	Fire inspections

January 2020 Inspections				
Inspected Date	Permit#	Inspection Type	Result	Inspector
1/2/2020	19-0147	ELECT-R	Pass	TReese
1/2/2020	19-0147	ELECT-F	Pass	TReese
1/2/2020	19-0278	Final	Pass	TReese
1/2/2020	19-0346	WINDOW	NC	TFisher
1/2/2020	19-0404	Driveway Final	Pass	TReese
1/2/2020	19-0407	CONFINSP	Pass	TReese
1/2/2020	20-0001	CONFINSP	Pass	TReese
1/3/2020	19-0403	REINSPEC	Pass	TReese
1/3/2020	19-0406	CONFINSP	Pass	TReese
1/6/2020	20-0001	initial	Pass	TReese
1/6/2020	20-0001	eInspType	Pass	TReese
1/6/2020	19-0013	CONFINSP	Pass	Utility
1/6/2020	19-0013	CONFINSP	Pass	SScheflr
1/7/2020	19-0013	Final	NC	TFisher
1/7/2020	19-0305	FINAL	Pass	TReese
1/7/2020	19-0328	BLDG-FNL	Pass	TReese
1/7/2020	19-0346	WINDOW	NC	TReese
1/7/2020	20-0008	CONFINSP	Pass	TReese
1/8/2020	19-0370	FINAL	Pass	TReese
1/8/2020	19-0402	MR	Pass	SScheflr
1/8/2020	19-0402	MF	Pass	TReese
1/8/2020	19-0405	ELECT-F	Pass	TReese
1/8/2020	19-0407	MR	Pass	TReese
1/8/2020	19-0407	MF	Pass	TReese
1/8/2020	19-0363	UG-Plumb	Pass	TReese
1/9/2020	19-0342	DRYWALL	Pass	TReese
1/9/2020	19-0342	FINAL	Pass	TReese
1/9/2020	19-0342	ELECT-F	Pass	TReese
1/9/2020	19-0159	BLDG-FNL	Pass	TReese
1/9/2020	19-0159	BLDG-FNL	Pass	TReese
1/10/2020	20-0005	Landscap	Pass	TReese
1/10/2020	20-0005	CONFINSP	Pass	TReese
1/10/2020	19-0159	CONFINSP	Pass	TReese
1/13/2020	19-0323	MR	Pass	TReese
1/13/2020	19-0403	MR	Pass	TReese
1/13/2020	19-0403	MF	Pass	TReese
1/13/2020	19-0414	Final	Pass	TReese
1/13/2020	19-0013	Final	NC	TReese
1/13/2020	20-0004	FOUND	Pass	TReese
1/13/2020	20-0004	SETBACK	Pass	TReese
1/13/2020	20-0004	FINAL	NC	TFisher
1/13/2020	20-0005	CONC-R	Pass	TReese
1/14/2020	19-0159	BLDG-FNL	Pass	TReese
1/14/2020	19-0159	LNDSCAPE	Pass	TReese
1/14/2020	19-0159	DRIVEWAY	Pass	TReese

1/15/2020	19-0391	FINAL	Pass	TFisher
1/16/2020	19-0399	CONC-R	Pass	TReese
1/16/2020	19-0400	Driveway Apron Ro	Pass	TFisher
1/16/2020	19-0400	Driveway Rough	Pass	TFisher
1/16/2020	19-0406	FINAL	Pass	TFisher
1/16/2020	19-0407	2NDREINS	Pass	TFisher
1/16/2020	19-0410	FOUND	Pass	TFisher
1/16/2020	19-0410	FINAL	Pass	TFisher
1/16/2020	19-0401	eInspType	Pass	TFisher
1/16/2020	19-0401	eInspType	Pass	TFisher
1/16/2020	19-0401	2NDREINS	Pass	TFisher
1/16/2020	19-0401	2NDREINS	Pass	TFisher
1/16/2020	19-0410	SETBACK	Pass	TFisher
1/16/2020	20-0009	ELECT-R	Pass	TFisher
1/16/2020	20-0009	CONFINSP	Pass	TFisher
1/16/2020	20-0010	DRY-IN	Pass	TFisher
1/17/2020	19-0396	FINAL	Pass	TReese
1/17/2020	20-0001	DRY-IN	Pass	TReese
1/17/2020	20-0010	FINAL	Pass	TReese
1/17/2020	20-0008	eInspType	Pass	TReese
1/23/2020	20-0003	DRY-IN	Pass	TReese
1/23/2020	19-0406	CONFINSP	Pass	TReese
1/27/2020	19-0382	FINAL	Pass	TReese
1/27/2020	19-0392	FINAL	Pass	TReese
1/27/2020	20-0008	FOUND	Pass	TReese
1/28/2020	19-0401	FINAL	Pass	TReese
1/28/2020	20-0008	CONFINSP	Pass	TReese
1/28/2020	20-0008	CONFINSP	Pass	TReese
1/28/2020	20-0008	eInspType	Pass	TReese
1/28/2020	20-0008	eInspType	Pass	TReese
1/28/2020	20-0008	eInspType	Pass	TReese
1/28/2020	20-0008	eInspType	Pass	TReese
1/28/2020	19-0406	eInspType	Pass	TReese
1/28/2020	19-0406	eInspType	Pass	TReese
1/28/2020	19-0406	eInspType	Pass	TReese
1/28/2020	19-0406	eInspType	Pass	TReese
1/28/2020	19-0159	eInspType	Pass	TReese
1/28/2020	19-0159	eInspType	Pass	TReese
1/28/2020	19-0159	eInspType	Pass	TReese
1/28/2020	19-0159	eInspType	Pass	TReese
1/28/2020	19-0406	CONFINSP	Pass	TReese
1/28/2020	20-0004	eInspType	Pass	TReese
1/29/2020	20-0004	eInspType	Pass	TFisher
1/30/2020	18-0416	PLUMB-F	Pass	TFisher
1/31/2020	19-0126	MR	Pass	TFisher
1/31/2020	19-0126	MF	Pass	TFisher
1/31/2020	19-0323	MF	Pass	TFisher

1/31/2020	20-0001	FINAL	Pass	TFisher
1/31/2020	20-0003	FINAL	NC	TFisher
1/31/2020	20-0008	FINAL	Pass	TFisher
1/31/2020	20-0008	SETBACK	Pass	TFisher
1/31/2020	20-0004	eInspType	Pass	TFisher
1/31/2020	20-0004	eInspType	Pass	TFisher
1/31/2020	19-0159	eInspType	Pass	TFisher
1/31/2020	19-0159	eInspType	Pass	TFisher
1/31/2020	19-0159	eInspType	Pass	TFisher
Total 101				

Janauary 2020 Permits								
Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
W/W Companies, Inc.	Haitham K Kaki	1/2/2020	ACC-BLDG	19-0415	1045 Palmetto St	7,000.00	0	115.7
Owner	PRIEST JENNA	1/2/2020	FENCE	20-0000	317 E Obispo Ave	1,700.00	0	84.5
Bryant Roofing LLC	Pablo & Joy Llossas	1/2/2020	REROOF	20-0001	155 W Esperanza Ave	17,500.00	0	172.9
Universal Group	Rafael Mendoza	1/6/2020	REROOF	20-0002	539 Bond St	6,000.00	0	110.5
Providential Builders, LLC	PRIEST JENNA	1/14/2020	REROOF	20-0003	317 E Obispo Ave	3,600.00	0	100.1
Owner	of Clewiston, LLC Orchard Park	1/8/2020	ACC-BLDG	20-0004	737 Harvest Ln	4,702.00	0	105.3
Owner	Valias Sierra & Pedro Pablo Gonzalez	1/8/2020	CONCRETE	20-0005	525 Orchard Park Dr	1,000.00	0	89
Owner	Valias Sierra & Pedro Pablo Gonzalez	1/8/2020	REROOF	20-0006	525 Orchard Park Dr	1,000.00	0	0
JSM Electric & AC, LLC	Fair & Livestock Hendry County	1/10/2020	ELECT	20-0007	710 S Francisco St	1,000.00	0	84.5
Solid Makers Aluminum Structures, Inc.	Jackie Redish	1/13/2020	ACC-BLDG	20-0008	813 E El Paso Ave Lot 27	4,800.00	0	105.3
Taylor Electric & Air Conditioning, Inc.	U. S. Sugar Corp.	1/14/2020	ELECT	20-0009	111 Ponce De Leon Ave	3,155.00	0	100.1
Clyde Johnson Contracting & Roofing, Inc.	Abuasbeh M Mohamed	1/16/2020	REROOF	20-0010	300 E Alverdez Ave	6,000.00	0	110.5
Jhamtec Construction, Inc.	Nanubhai R & Jashodaben K Patel	1/21/2020	BLDG-RMC	20-0011	820 E Sugarland Hwy	1,300.00	0	89.7
ABC Transfer, Inc	ABC Transfer, Inc.	1/21/2020	PLUMB	20-0012	318 E El Paso Ave	300	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Carol C Giddens	1/27/2020	REROOF	20-0013	444 E Osceola Ave	14,000.00	0	152.1
Clyde Johnson Contracting & Roofing, Inc.	Antonio & Esperanza Galvan	1/27/2020	REROOF	20-0014	415 W Alverdez Ave	3,500.00	0	100.1

Clyde Johnson Contracting & Roofing, Inc.	Mona Schonbrunn	1/28/2020	REROOF	20-0015	441 W Sugarland Hwy	28,400.00	0	230.1
Charles Banky	RWD Ridgewood LLC	1/30/2020	BLDG-RMR	20-0016	209 Ridgewood Ave	20,000.00	183.3	0
Benny Richmond, Inc.	Smith Williams Properities LLC	1/31/2020	BLDG-RMR	20-0017	528 W Haiti Ave	9,299.00	0	131.3
Total 19					Total	134,256.00	183.3	1966.2