CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, March 16, 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. *Proclamation –Water Conservation Month – April 2020*
   B. *Proclamation – Donate Life Month – April 2020*
   C. *Event Application – Alan Jay/EFCU Tent Sale – April 22-25, 2020*
   D. *Resolution No. 2020-13 – adopts amendments to the budget for FY 2019-2020.*
   E. *Resolution No. 2020-14 – FDLE Grant Adjustment Number 10*
   F. *Resolution No. 2020-15 – Release of Lien – 427 East Alverdez Avenue*
   G. *Resolution No. 2020-16 – MacVicar Consulting, Inc. Professional Service Agreement.*
   H. *Resolution No. 2020-17 – Mauldin & Jenkins Letter of Engagement for Professional Auditing Services*

   Exhibit: Agenda Item No. 1A-H
   Recommendation: Recommended motion is to approve the consent agenda.

Presentation of Proclamation to Libby Pigman, Regional Representative, South Florida Water Management District – Water Conservation Month – April 2020

C-21 Bridge Project Update on Permitting Status and Progress on Plans – Andy Tilton, Johnson Engineering, Inc.

RESOLUTIONS

2. **Resolution No. 2020-18 –** Resolution No. 2020-18 approves State-Funded Grant Agreement FPN: 445843-1-54-01 between the State of Florida Department of Transportation (FDOT) and the City of Clewiston to provide for FDOT's participation in the design, construction,

and construction engineering and inspection of the City of Clewiston C-21 Bridge Canal Crossing.

Exhibit: Agenda Item No. 2

Recommendation: Recommended motion is approve Resolution No. 2020-18.

3. **Resolution No. 2020-19** – Resolution No. 2020-19 approves Change Order No. 02 to Work Order No. 04 of the Continuing Agreement for Professional Services between the City of Clewiston and Johnson Engineering, Inc. in the amount of $28,500 for the C-21 Bridge Project.

   Exhibit: Agenda Item No. 3

   Recommendation: Recommended motion is approve Resolution No. 2020-19.

4. **Resolution No. 2020-20** – Resolution No. 2020-20 approves FDOT Exhibit A to the Traffic Signal Maintenance and Compensation Agreement setting the compensation to the City for the maintenance of traffic signals and other devices for FY 2020/2021.

   Exhibit: Agenda Item No. 4

   Recommendation: Recommended motion is approve Resolution No. 2020-20.

5. **Resolution No. 2020-21** – Resolution No. 2020-21 approves the FMPA letter agreement dated February 25, 2020 for Phase 2 Detail Engineering for Substation T1 & T2 relay differential upgrade and 12010, 12020 circuit breaker replacement.

   Exhibit: Agenda Item No. 5

   Recommendation: Recommended motion is approve Resolution No. 2020-21.

6. **Resolution No. 2020-22** – Resolution No. 2020-22 approves the award of the Portable Generator Purchase Contract to Gresco Supply and authorizes the Mayor to execute the Portable Generator Purchase Contract with Gresco Supply on behalf of the City.

   Exhibit: Agenda Item No. 6

   Recommendation: Recommended motion is approve Resolution No. 2020-22.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

7. **Discussion regarding Application for Text Amendment by Rivera's Transmission and Auto Repair** – Rivera's Transmission and Auto Repair submitted an Application for Text Amendment to *Division 13. – CPID Commerce Park Industrial District, Section 110-495. – Permitted uses* of the Clewiston Code of Ordinances to allow repair and maintenance of automotive, agricultural and marine equipment with restrictions.

   Exhibit: Agenda Item No. 7

   Recommendation: Commission Discretion. To effect further consideration of the request, the Commission would need to direct preparation of a text amendment for consideration at a meeting following a public hearing on the amendment.

8. **Request to Schedule Attorney/Client Meeting –** City Attorney Gary Brandenburg requests the City Commission schedule an Attorney/Client Meeting during the next City Commission Meeting regarding the matter of City of Clewiston v. Johnson-Prewitt & Associates, Inc.

Exhibit: Agenda Item Report No. 8

Recommendation: City Manager Randy Martin recommends a Special Commission Meeting be scheduled for March 23, 2020 at 4:00 p.m. for the Attorney/Client Meeting.

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

Comments from City Manager

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

PROCLAMATION

WATER CONSERVATION MONTH 2020

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Clewiston are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Clewiston and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Clewiston has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community;

NOW, THEREFORE, We, the City Commission of the City of Clewiston, Florida do hereby proclaim the month of April 2020 as **WATER CONSERVATION MONTH** in the City of Clewiston and are calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have set my hand on this the 16th day of March, 2020.

_____
Mali Gardner, Mayor

_____
Mary K. Combass, Interim City Clerk

PROCLAMATION

DONATE LIFE MONTH 2020

WHEREAS, one or most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, more than 39,700 Americans receive a lifesaving organ transplant every year; and

WHEREAS, a new patient is added to the national patient waiting list for an organ transplant every 10 minutes; and

WHEREAS, over 112,000 men, women and children are currently on the national waiting list for organ transplantation, of which nearly 5,800 are in the West and Southwest Florida area; and

WHEREAS, an average of 22 people die every day awaiting an organ transplant that does not come in time; and

WHEREAS, one organ, tissue and eye donor can save or enhance the lives of as many as 75 people; and

WHEREAS, everyone is a potential organ, eye and tissue donor and can register their wish to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license;

NOW, THEREFORE, We, the City Commission of the City of Clewiston, Florida do hereby proclaim the month of April 2020 as **DONATE LIFE MONTH** in the City of Clewiston and encourage all residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting www.DonateLifeFlorida.org or when renewing their driver license or state identification card.

IN WITNESS WHEREOF, I have set my hand on this the 16th day of March, 2020.

_____

Mali Gardner, Mayor

_____

Mary K. Combass, Interim City Clerk

EVENT APPLICATION

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

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

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

4/22/20-4/25/20 Alan Jay / EFCU / Tent Sale
Date of Event: Applicant's Name: Event:

1099 W. Ventura Ave Clewiston, FL 33440
Mailing Address: City: State/Zip Code:

863-983-4600 david.garcia@AlanJay.com
Telephone No. Email Address: Fax No.

David Garcia 863-228-0020
Representative to Contact: Telephone No:

Site/Facility for Event: Time Event Starts: 4/22/20 8:30AM a.m. 7:00pm p.m. Will Street be Closed? Yes (No)

Estimated No. of Attendance: Time Event Ends: 4/25/20 8:30AM a.m. 7:00pm p.m. Beginning Time: a.m. p.m. Ending Time: a.m. p.m.

Description of Event: Tent Sale - Sale of New + Used Cars

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:* 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: Date: 3/3/2020

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.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Alan Jay | EFCU Tent Sale

Date(s) of Event: April 23, 24, 25 Estimated Attendance: 25 per day

Times of Event: 8:30 to 7:00 Set-up: 21-22 April Breakdown: April 26th

Event Location: 1099 & 1019 W Ventura Ave

(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 Auto sale

Description of Event: Annual car sale w/ Everglades Federal Credit Union

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

☐ Gas ☐ Electric ☐ Charcoal ☐ Other: NA

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: 1	Sizes(s) LxWxH: 40x40

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:

Contact Name:

Phone: Emergency contact:

(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.)

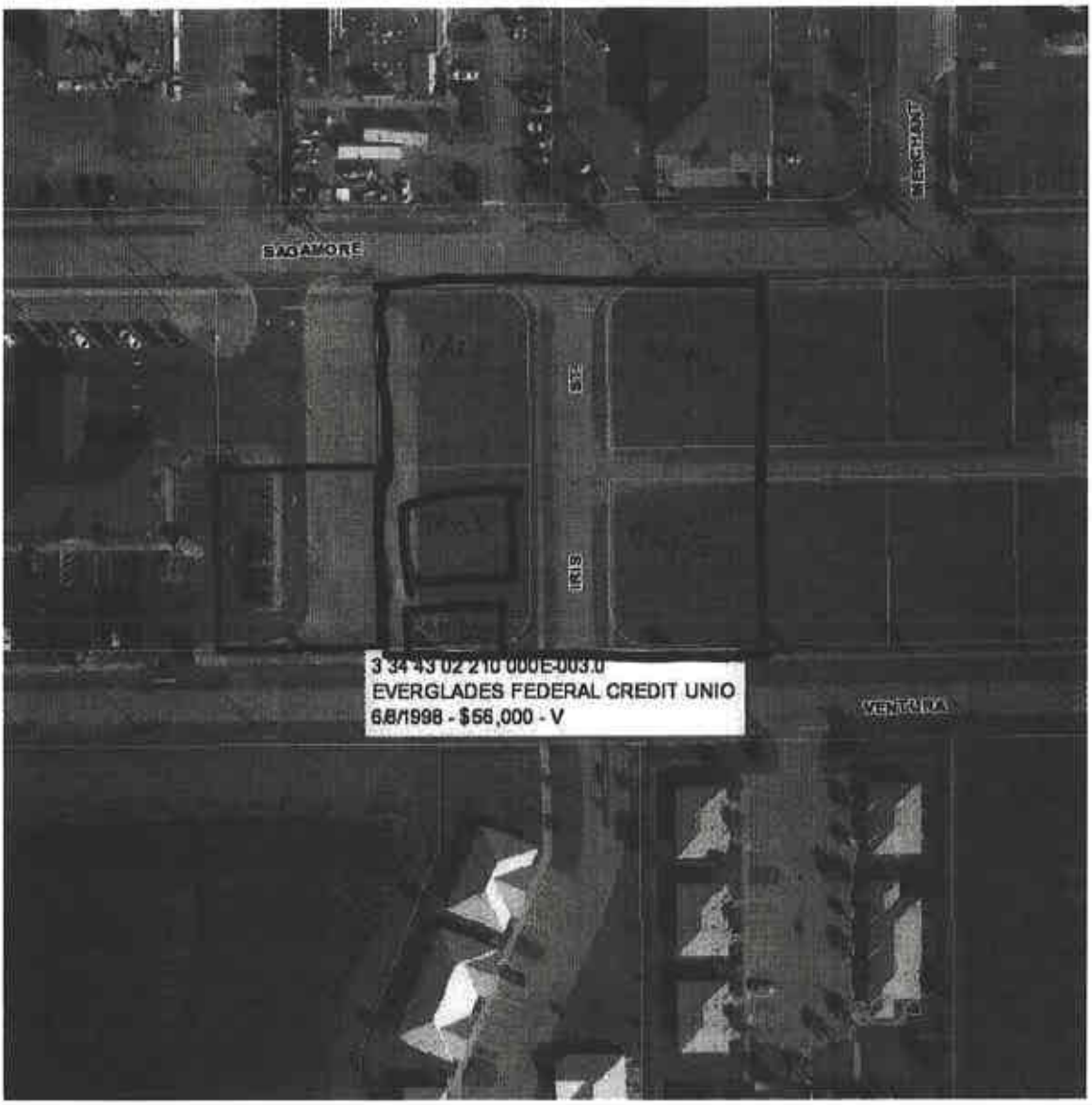
APPLICANT INFORMATION:

Name (Please Print): David Garcia Signature:

Mailing Address: 202 W Sugarland Hwy

Phone: 863-983-4600 Cell: 863-228-0020

Email: david.garcia@alanjay.com



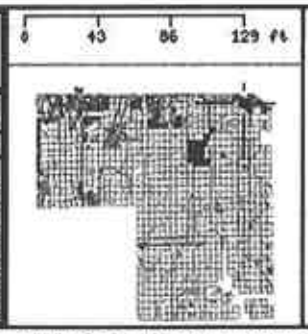
Hendry County Property Appraiser

Dena R. Pittman - La Belle, Florida - 863-675-5270

PARCEL: 3-34-43-02-210-000E-003.0 - VACANT COMMERCIAL (01000)

MERCHANT SQUARE S/D BLK E LOT 3

Name:	EVERGLADES FEDERAL CREDIT UNIO	2019 Final Values	
Site:	1021 W VENTURA AVE, CLEWISTON	TotalMarketVal	$20,938.00
Mail:	1099 W VENTURA AVE CLEWISTON, FL 33440	SchlAssdVal	$20,938.00
	6/8/1998 $56,000.00 V ()	NonSchlAssdVal	$20,938.00
		None	$0.00
		SchlTaxblVal	$20,938.00
		NonSchlTaxblVal	$20,938.00



This information, updated: 2/6/2020, 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.

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

Alan Jay EF-CL Tent Sale to be held on 4/22/20-4/25/2020
(Name of Event) *(Date of Event)*

David Garcia General Manager
Name of sponsoring Individual(s) or Organization/Group

Alan Jay
Address

863-983-4600 david.garcia@alanjay.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, _____, warrant that I have authority to bind _____
(Name of Individual) *(Name of Organization/Group)*
_____ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

Signature 3/3/20
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

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT D
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-13

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1. **Background/History**: Resolution No. 2020-13 adopts amendments to the budget for FY 2019-2020 as follows:

   General Fund
   Budget Amendment 15 – Budget Transfer for Civic Park enhancements of 3 concrete picnic tables funded with budgeted contingency, which includes a contribution from the Clewiston Lions Club ($3,175) designated for Civic Park enhancements - $4,864

   Electric Fund
   Budget Amendment 16 – Budget Transfer – departmental request for use of contingency for emergency transmission line repair - $13,566

   Water Sewer Fund
   Budget Amendment 17 – Budget Transfer – use of budgeted contingency for emergency repair of the City's sewer system, as approved February 17, 2020 - $36,330

2. **Financial Impact**: $0 (use of contingencies)

3. **Attachments:**
   a. Resolution No. 2020-13
   b. Budget Amendments 15 - 17

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-13.

RESOLUTION NO. 2020-13

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 15) **Budget Transfer – Civic Park enhancements**

$4,864

Electric Fund 410

Amendment 16) **Budget Transfer – use of budgeted contingency for emergency transmission line repair**

$13,566

Water Sewer Fund 420

Amendment 17) **Budget Transfer – use of budgeted contingency for emergency repair of the City's sewer system, as approved February 17, 2020**

$36,330

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 16th day of March 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 - 15** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001	8080	563000		Improvement other than buildings	6,500	4,864	11,364
001	1020	592000		Contingency	605,805	(4,864)	600,941
					0		0
					0		0
							0
							0
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*Use when Increasing or Decreasing **Budget** for entire Department.					612,305	1	612,306

Comments: BUDGET TRANSFER - 3 concrete picnic tables funded with use of a contribution from the Clewiston Lions Club on 6/2/17 ($3,175), for the designated purpose of Civic Park enhancements; and use of budgeted contingency($1,689)

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 16** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
410	2009	559200		Improvement other than buildings	60,000	13,566	73,566
410	1020	592000		Contingency	1,002,282	(13,566)	988,716
					0		0
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*Use when Increasing or Decreasing **Budget** for entire Department.					1,062,282	0	1,062,282

Comments: BUDGET TRANSFER - departmental request for use of contingency for emergency transmission line repair

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 17** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
420	3052	546200		Maintenance and repair - equipment	55,000	36,330	91,330
420	3042	592000		Contingency	767,012	(36,330)	730,682
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*Use when Increasing or Decreasing **Budget** for entire Department.					822,012	0	822,012

Comments: BUDGET TRANSFER - use of budgeted contingency for the emergency repair of the City's sewer system, as approved February 17, 2020

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT E
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-14

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1. **Background/History**: Resolution No. 2020-14 approves Florida Department of Law Enforcement Adjustment Number 10 to Grant Number G1619 for the Police Station Renovation Project.

   Adjustment Number 10 revises the grant period extending the end date to March 31, 2020 and revises the budget and narrative reflecting changes in the Capital Outlay, Construction and Contractual Services categories.

2. **Financial Impact**: None

3. **Attachments:**
   a. Resolution No. 2020-14
   b. Grant Adjustment Notice
   c. Grant Award – GAN 10

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-14.

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING FLORIDA DEPARTMENT OF LAW ENFORCEMENT ADJUSTMENT NUMBER 10 TO GRANT NUMBER G1619 FOR THE POLICE STATION RENOVATION PROJECT.

WHEREAS, the parties entered into an agreement to provide funding for the acquisition of property, building, renovations and equipment for a new Clewiston Police Department, pursuant to Grant Agreement Number G1619; and

WHEREAS, previous adjustments extending the grant period with other revisions have been approved; and

WHEREAS, the parties now wish to adopt Grant Adjustment Number 10 to further extend the grant period end date to March 31, 2020 and revise the budget and narrative reflecting changes in the Capital Outlay, Construction and Contractual Services categories.

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

SECTION 1. The attached Grant Adjustment Number 10 to Grant Number G1619 is approved.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of March, 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

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
City of Clewiston

GRANT ADJUSTMENT NOTICE

RECIPIENT: City of Clewiston

PROJECT TITLE: Police Station Renovation/Construction

GRANT NUMBER: G1619 **ADJUSTMENT NUMBER:** 10

NATURE OF ADJUSTMENT: Revise budget and change end date.

TO RECIPIENT:

Pursuant to your request of 01/10/2020 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Authorized Official
Rona Kay Cradit
Bureau Chief

1/24/2020
Date

The revised budget is approved. The contract end date is revised to reflect an end date of March 31, 2020. The revised end date is contingent upon continuation of funding under 216.301 (2)(a), F.S.

Budget Category	Current Approved	Difference	New Approved
A.Personnel (Salaries/Overtime)	$0	$0	$0
B.Expenses (Travel)	$0	$0	$0
C.Equipment (Capital Outlay)	$82,083.50	(-$16,136.50)	$65,947.00
D.Expenses (Supplies)	$0	$0	$0
E.Construction $475,473.25 -$7,173.25 $468,300.00	$488,690.00	$16,320.50	$505,010.50
F.Contractual Services	$134,812.00	(-$184.00)	$134,628.00
G.Other Costs	$690,246.00	$0	$690,246.00
Total Project $	$1,395,831.50	$0	$1,395,831.50
New Approved			$1,395,831.50

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

GRANT AWARD – GAN 10

Recipient:	City of Clewiston
Grant Period:	From: 7/1/2017 To: 03/31/2020
Project Title:	Police Station Renovation/Construction
Grant Number:	G1619
Awarded Funds:	$1,395,831.50

CSFA Catalog Number: 71.017

This Agreement is entered into by and between the Department and Recipient shown above, and

WHEREAS the Department pursuant to Chapter 2017-70, Laws of Florida, Section 4, Specific Appropriation 1239A, Grants and Aids and fixed capital outlay to local governments and non-state entities, for a single non-recurring grant provided to the Recipient for the period and purpose shown above to disburse funds under this agreement, and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

The proviso language from the General Appropriations Act (GAA) is copied below and provides information on the legislative intent for use of these funds:

> *The unexpended balance of funds appropriated to the City of Clewiston in the Department of Law Enforcement, in Specific Appropriation 1224 of chapter 2016-66, Laws of Florida, shall revert and is appropriated in the Grants and Aids to Local Governments and Non-state Entities - Fixed Capital Outlay category for Fiscal Year 2017-2018 for the purpose of facility design, engineering, renovation and/or construction or the purchase of a new police station for the City of Clewiston.*

This award is subject to the following special conditions:

S0001 The City of Clewiston shall submit documentation of compliance with ss. 287.055 and 287.057 F.S. for consultant/contractor certification (e.g. Consultant's Competitive Negotiations Act (CCNA) Certification) for procurement of contractual services.

S0002 The City of Clewiston shall provide a detailed project timeline with milestone deliverables and an updated copy of the project timeline with each change order and/or grant amendment.

Scope of Work

The Recipient will use state financial assistance to purchase and renovate the existing Seacoast National Bank building located at 300 S. Berner Road Clewiston, Florida 33440. The one-story, rectangular shaped, 5,661 square foot structure is situated on 2.41 acres.

All activities discussed for scope of work or project deliverables are for the property or building located at this address unless otherwise stated. The project scope includes the following milestone activities:

- Appraisal of the proposed building and property
- Conduct a lead paint, mold, moisture, and asbestos survey of the proposed building
- Purchase of the proposed building and property
- Develop procurement / bid documents
- Develop conceptual plans needed for construction/renovation
- Perform construction or renovations needed to renovate and/or convert the purchased building into the city's police department facility
- Purchase and install water supply line for fire suppression system
- Purchase and install emergency generator, generator pad, fuel tank and piping, fencing and electrician to connect generator
- Install low voltage cabling
- Purchase and install cameras to enhance security
- Purchase and install an access control system
- Purchase dumpster enclosure
- Expense for signage for the building and replacement of signage on existing monument sign
- Purchase of law enforcement telecommunications equipment to include expense to move existing communications equipment to new police station and retrofit for FL SLERS if possible
- Sealing and striping of parking lot
- Purchase evidence lockers
- Install concrete dumpster pad
- Purchase and installation of air conditioner units and associated ventilation work

Documentation for the appraisal will include will include proof of receipt of appraisal, invoices, and proof of payment. Documentation for the mold and asbestos survey will include proof successful completion of lead paint, mold/moisture, and asbestos surveys, invoices, and proof of payment. Documentation of the purchase of the building will include copies of the property title and deed.

The City of Clewiston will contract with CPZ Architects, Inc. to complete the following milestone activities:

- Develop engineering and architectural plans needed for renovation and construction to include field verification, and the development of the following construction documents: Architectural, Structural and MEP.
- Develop procurement and bid documents for the Architectural, Structural and MEP.
- Provide construction administration to include site visits and hourly over-site on Architecture, Structural and MEP work.

- Perform project correspondence, obtain and provide topographic information along with floor elevation plan.
- Procure permit sets for the construction site and spec book.

Documentation for the conceptual design phase shall include the proposed construction renovation plan. Documentation for the development of the Architectural, Structural and MEP documents will include an attestation of activities or services rendered toward the completion of the task, culminating in the receipt of the proposed documents.

The City of Clewiston will contract with CPZ Architects, Inc. to complete the following milestone activities:

- Provide revised construction documents indicating the removal of the Add/Alternate portions of the project.
- Provide a design for the fabrication of the cell doors.
- Provide revised front-end specifications for re-bid.
- Provide bid administration (past and current) to include the distribution of construction documents, maintain the bidder's log, attend the pre-bid meeting, administer the addendum process and contact bidders.
- Provide revised construction documents to submit to the building department for permitting.

Documentation for the re-bid of the renovation shall include an attestation of activities or services rendered toward the completion of the activities listed in the scope as well as a final copy of the bid documents and a revised copy of the final construction documents when the work is complete.

Project Deliverables

The project scope identifies the ultimate project deliverables. Supporting documentation will be measurable, verifiable, and quantifiable, to allow for a determination that incremental progress has been made, and provide evidence of progress commensurate with the payment requested. Total payments for all deliverables will not exceed the total grant amount of $1,395,831.50. Remaining deliverables will be fully defined and the contract amended after a contractor is retained by the City of Clewiston and before payments for construction related activities will be processed.

Deliverable 1: Appraisal of the building and property

Minimum performance criteria:	Performance will be the completion of tasks and related activities described above by qualified personnel or entities.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $2,500.00.

Deliverable 2: Conduct a lead paint, mold, moisture, and asbestos survey of the proposed building and property.

Minimum performance criteria:	Minimum performance will include collection and analysis of samples for lead paint, mold, and asbestos, in accordance with Occupational Safety and Health Administration standards.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $2,335.00.

Deliverable 3: Purchase of the building and property.

Minimum performance criteria:	Minimum performance will include a marketable title and deed for the property.

Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $690,246.00.

Deliverable 4: Conceptual design phase of the new building. (GAN 1)

Minimum performance criteria:	Minimum performance will include the completion of tasks and related activities defined in the architect's scope of work.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $15,500.00.

Deliverable 5: Develop engineering, architectural plans and bid documents; as well as provide engineering and architectural oversight during construction. Electrician to connect generator and move existing communications.

Minimum performance criteria:	Minimum performance will include completion of or progress with at least one activity described in the scope of work.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $114,293.00.

Deliverable 6: Develop design documents, re-bid documents and the revised construction documents for the remodel of the City of Clewiston Police department building. Installation and supplies for fire suppression system, dumpster enclosure, concrete pad and signage, sealing and striping of parking lot. Purchase and installation of air conditioning units and associated ventilation/circulation work to building.

Minimum performance criteria:	Minimum performance will include completion of or progress with at least one activity described in the scope of work.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $505,010.50

Deliverable 7: The purchase of equipment such as: law enforcement telecommunications equipment required for the communications system, water supply line for fire suppression system, emergency generator power, low voltage cabling, cameras and access control, evidence lockers

Minimum performance criteria:	Proof of delivery and receipt of items purchased.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $65,947.00.

Performance Reports

Recipient shall provide monthly performance to the Department on project activities and effectiveness. Performance Reports are due thirty (30) days after the end of the reporting period.

Recipient will respond to the questions listed below in the monthly performance reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance reports address and/or contain the following:

1. A narrative description of the work completed and whether the work is proceeding according to the project schedule. Photographs or other visual supporting documentation should be submitted with performance reports demonstrating incremental progress towards overall project completion.

2. A description of each change order executed by the governmental body with a revised project timeline, if applicable.

3. A budget summary detailing planned expenditures compared to actual expenditures.

Payment and Invoice Requirements

The Department will fund the Recipient for allowable expenditures incurred during the eligible performance period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

This is a cost reimbursement agreement with the ability to advance. The Recipient must maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to, original receipts, invoices, canceled checks or EFT records, etc. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and supporting documentation. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Any funds paid on a cash-advanced basis must have supporting documentation submitted the following reporting period to verify expenditures and activities were completed in accordance with the deliverable.

The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S., for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, findings, and/or drafts, as specified. Except for advances, if any, deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

The final invoice for payment shall be submitted to the Department no more than 30 days after the end date of the grant. Any payment due under the terms of this Agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Chief Official

Name	Mali Gardner
Title	Mayor
Address	115 W. Ventura Ave Clewiston, FL 33440
Phone	(863) 983-1484
Email	Mali.gardner@clewiston-fl.gov

Programmatic Contact

Name	Aaron Angell
Title	Chief of Police
Address	205 W. Ventura Ave Clewiston, FL 33440
Phone	(863) 983-1474
Email	Aaron.angell@clewiston-fl.gov

Contract/Grant Manager

Name	Adelys Valles
Title	Grant Coordinator
Address	205 W. Ventura Ave Clewiston, FL 33440
Phone	(863) 983-1474
Email	adelys.valles@clewiston-fl.gov

Chief Financial Officer

Name	Shari Howell
Title	Finance Director
Address	115 W. Ventura Ave Clewiston, FL 33440
Phone	(863) 983-1484
Email	Shari.howell@clewiston-fl.gov

Official Payee

Name	City of Clewiston
Title	
Address	115 W. Ventura Ave Clewiston, FL 33440
Phone	(863) 983-1484
Email	Shari.howell@clewiston-fl.gov
SAMAS #	431A1
FEID #	59-6000291

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget must be approved by FDLE Office of Criminal Justice Grants Bureau Chief in writing prior to payment.

Budget Category	Total
A. Personnel (Salaries & Benefits)	$0
B. Expenses (Travel)	$0
C. Equipment (Capital Outlay)	$65,947.00
D. Expenses (Supplies)	$0
E. Construction	$505,010.50
F. Consultants/Contractual Services	$134,628.00
G. Other Costs	$690,246.00
TOTAL	**$1,395,831.50**

Budget Narrative:

C. Equipment (Capital Outlay)

The Recipient will use grant funds to purchase law enforcement telecommunications equipment required for the communications system, water supply line for fire suppression system, emergency generator power, to include fuel tank, piping for generator, generator pad, generator fencing, low voltage cabling, cameras and access control and evidence lockers.

TOTAL Equipment $65,947

E. Construction

Recipient will use grant funds for the construction based on procurement of contractor. Install water supply line and supplies for fire suppression, dumpster enclosure, pad and signage, sealing and striping of parking lot. Purchase and installation of air conditioning units and associated ventilation/circulation work to building.

TOTAL Construction $505,010.50

F. Consultants/Contractual Services:

The Recipient will use grant funds to complete an assessment of the proposed property to determine market value. Costs include having the building structure inspected for lead paint and asbestos, as well as mold and moisture. The Recipient will use grant funds for the preparation of bid documents that will be used for developing the scope of work for the renovation phase of the project after the property has been purchased. Funds will be used for the schematics and design planning documents created for the renovation of the City of Clewiston Police Department Building. Electrician to connect generator and moving existing communications.

TOTAL Consultants/Contractual Services $134,628.00

G. Other Costs

The Recipient will purchase the property described in the scope of work.

Description		Cost
Purchase of property		$690,246.00
	TOTAL Other Costs	**$690,246.00**

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

I. PAYMENTS

Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel

Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts

Recipient agrees that all employees, subcontractors, or agents performing work under the Agreement shall be properly trained individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Agreement, and will not assign the responsibility for this Agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments

Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest
The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law
The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors
The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists
If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors
The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or

benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited
The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Timely Payment of Subcontractors
To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Background Check
Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATASECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In

the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with s. 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions

on the recipient's access to funds, referral to the Office of the Inspector General for audit review.

Property Management
The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Recipient's Confidential and Exempt Information
By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action
Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination
The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information,

representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals
The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

Liability
Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, F.S.

Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

City of Clewiston
Mayor

Typed Name of Recipient: City of Clewiston

Signature: _____

Typed Name and Title: Honorable Mali Gardner, Mayor

Date: _____

REQUEST FOR GRANT ADJUSTMENT

Project Title:	Contract #:
Police Station Renovation/Construction	G1619

Recipient Organization:

City of Clewiston

Date of Request:

January 10, 2020

Description of Grant Adjustment and Justification:

* Request for a grant extension to extend the grant deadline from January 31, 2020 to March 31, 2020

* Include the purchase and installation of air conditioning units and associated ventilation/ circulation work to building.

Revise budget line funding to allow for addition of air conditioning project in budget category E. Construction

C. Equipment (Capital Outlay) - ($16,136.50) / Revised to $65,947.00
E. Construction - $16,320.50 - Revised to $505,010.50
F. Consultants/Contractual Services - ($184.00) / Revised to $134,628

Justification: The grant extension is requested in order to allow additional time to complete the new generator start-up/testing and fencing of this equipment. The additional time and transfer of budget line funding would also allow the department to replace antiquated air conditioning units and conduct associated ventilation/circulation work to the building.

I hereby certify that I have reviewed the changes and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Date: 1/10/20 Signed: Randy Martin

Participating Agency Chief Official or Designee

Randy Martin, City Manager

Printed Name Chief Official or Designee

Police Station Renovation/Construction
Grant No. G1619
Appenix B: Budget

Budget Category	Total
A. Personnel (Salaries & Benefits)	$ -
B. Expenses (Travel)	$ -
C. Equipment (Capital Outlay)	$ 65,947.00
D. Expenses (Supplies)	$ -
E. Construction	$ 505,010.50
F. Consultants/Contractual Services	$ 134,628.00
G. Other Costs	$ 690,246.00
Total Categories	**$ 1,395,831.50**

C. Equipment (Capital Outlay)	
Low Voltage Cabling	$ 10,667.00
Cameras	$ 9,925.00
Access Control	$ 8,618.00
Generator	$ 24,990.00
Fuel Tank and Piping for Generator	$ 4,595.00
Generator Pad	$ 832.00
Generator Fencing	$ 2,000.00
~~Communications Equipment~~	~~$ 16,519.50~~
Dumpster Pad	$ 894.00
Evidence Lockers	$ 3,426.00
	$ 65,947.00

F. Consultants/Contractual Services	
Architect Design	$ 15,500.00
Architect services to Re-bid	$ 16,330.00
Architect/Project Management	$ 78,805.00
Architect Misc. Reimbursable	$ 312.50
Engineering - Topographic Info	$ 1,212.50
Electrician to Connect Generator	$ 6,186.00
Moving Existing Communications	$ 16,282.00
	$ 134,628.00

E. Construction	
Remodel Building for Police Station	$ 440,000.00
Water Supply Line for Fire Suppression	$ 20,873.00
Supplies for water Supply Line	$ 10,800.00
Dumpster Enclosure	$ 2,667.00
Signage	$ 7,500.00
Sealing & Striping Parking Lot	$ 6,850.00
Air Conditioners with circulation work	$ 16,320.50
	$ 505,010.50

G. Other Costs	
Purchase of 300 S. Berner Rd.	**$ 690,246.00**

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT F
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-15

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1. **Background/History**: Resolution No. 2020-15 authorizes the Mayor to execute a Release of Lien to release and discharge the liens recorded in the City's Improvement Lien Book and Official Records Book 670, Page 989 and Official Records Book 670, page 1005 of the Public Records of Hendry County, Florida, on the property located at 427 East Alverdez Avenue owned by Billy Joe Haithcock.

   This Release of Lien is related to the action taken by the Board at the February 17, 2020 City Commission Meeting.

2. **Financial Impact**: $2,800 (revenue received)

3. **Attachments:**
   a. Resolution No. 2020-15
   b. Release of Lien

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-15.

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN TO RELEASE AND DISCHARGE THE LIENS RECORDED IN THE CITY'S IMPROVEMENT LIEN BOOK AND THE OFFICIAL RECORDS BOOK 670, PAGE 989; AND BOOK 670, PAGE 1005 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

WHEREAS, the City of Clewiston ("City") placed a lien for sewer improvements against the property of 427 East Alverdez Avenue for Sewer Project 6D, Lien No. D006, recorded in the City's Improvement Lien Book and the Official Records Book 670, Page 989 of the Public Records of Hendry County, Florida; and

WHEREAS, the City of Clewiston ("City") placed a lien for street improvements against the property of 427 East Alverdez Avenue for Street Project 22G, Lien No. G016, recorded in the City's Improvement Lien Book and the Official Records Book 670, Page 1005 of the Public Records of Hendry County, Florida; and

WHEREAS, 427 East Alverdez Avenue was sold in a Hendry County property tax deed auction, resulting in the City receiving proceeds from the sale as payment towards the aforementioned liens; and

WHEREAS, at the request of the new property owner, the City Commission approved releasing the liens, contingent upon receipt of a certain payment to be paid by the new property owner; and

WHEREAS, the property owner has now remitted the necessary payment; and

WHEREAS, the City desires to release and discharge the liens recorded in the City's Improvement Lien Book and the Official Records Book 670, Page 989; and Book 670, Page 1055 of the Public Records of Hendry County, Florida.

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

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

PASSED AND ADOPTED in open session this 16th day of March, 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

RELEASE OF LIEN(S)

KNOW ALL MEN BY THESE PRESENTS: That the City of Clewiston, Florida, the owner and holder of certain liens assessed by the City of Clewiston, Florida, recorded in the "Improvement Lien Book" of the City of Clewiston, Florida and the Official Records of Hendry County, Florida, to wit:

Book	Page
670	989
670	1005

and filed against the following described real property owned by

Billy Joe Haithcock

situated within the City of Clewiston, to wit:

IMPROVED ADDRESS: 427 E. Alverdez Avenue
LEGAL DESCRIPTION: Clewiston Block 366, W 50 ft of Lot 2 and all of Lot 3

PCN: 3-34-43-01-010-0366-002.0

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

WITNESS my hand this_____ day of _____, 20__.

_____
MALI GARDNER, MAYOR

STATE OF FLORIDA }

HENDRY COUNTY }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MALI GARDNER, MAYOR OF THE CITY OF CLEWISTON, FLORIDA, who after being duly sworn upon oath, deposes and says that she executed the above and foregoing Release of Lien for the purpose therein expressed and that such execution represents the act and deed of the City of Clewiston, Florida.

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

(SEAL)

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

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT G
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-16

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1. **Background/History**: Resolution No. 2020-16 authorizes the Mayor to execute a Professional Service Agreement with MacVicar Consulting, Inc. to provide assistance to the City of Clewiston on issues related to the water resource management of Lake Okeechobee by the U.S. Army Corps of Engineers and the South Florida Water Management District.

   MacVicar Consulting, Inc. is informed and knowledgeable on these issues. The City of Moore Haven and Glades and Hendry Counties either have already or are expected to soon consider entering into similar contracts with MacVicar Consulting, Inc.

   City Manager Randy Martin recommends the Board authorize the execution of the agreement.

2. **Financial Impact**: $250 per month

3. **Attachments:**
   a. Resolution No. 2020-16
   b. Professional Service Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-14.

RESOLUTION NO. 2020-16

A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MACVICAR CONSULTING, INC.

WHEREAS, the U.S. Army Corps of Engineers is in the process of developing a new Regulation Schedule for Lake Okeechobee referred to as the Lake Okeechobee System Operating Manual ("LOSOM"); and

WHEREAS, MacVicar Consulting, Inc. is willing to provide professional services to the City of Clewiston ("City") by participating in the planning process for the development of the new LOSOM, participating in the scientist conference calls on the management of Lake Okeechobee and providing other appropriate professional services as requested by the City.

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

SECTION 1. The Mayor is hereby authorized to execute the attached Professional Service Agreement with MacVicar Consulting, Inc.

PASSED AND ADOPTED in open session this 16th day of March, 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

MacVicar Consulting, Inc.
4524 West Gun Club Road, Suite 201, West Palm Beach Fl 33415 Phone (561) 689-1708 Fax (561) 689-1026

PROFESSIONAL SERVICE AGREEMENT

The firm of **MacVicar Consulting, Inc.** is pleased to provide assistance to the **City of Clewiston** on issues related to the water resource management of Lake Okeechobee by the U.S. Army Corps of Engineers and the South Florida Water Management District.

Scope of Services

The Corps of Engineers is in the process of developing a new Regulation Schedule for Lake Okeechobee which they now refer to as the Lake Okeechobee System Operating Manual. The professional services provided under this agreement shall include the following:

1. Participation in the planning process for the development of a new Lake Okeechobee System Operating Manual by the Corps.
2. Participation in the periodic scientist conference calls on the management of Lake Okeechobee hosted by the Corps of Engineers.
3. Other appropriate professional services as requested by the City.

Periodic updates will be provided to the City as needed regarding the process to modify management of the Lake level by the Corps. Professional Services under this agreement will be provided by Thomas K. MacVicar, P.E., William A Baker, P.E., and Lennart J. Lindahl, P.E.

Fee Schedule

The City will be billed monthly at a fixed rate of $250.00 per month.

Termination

This agreement may be terminated by either party upon thirty (30) days notice.

Accepted for **MacVicar Consulting**

_____

Thomas K. MacVicar, P.E.
January 3, 2017

Accepted for the **City of Clewiston**

_____

Date: _____

DRAFT

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT H
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-17

1. **Background/History**: Resolution No. 2020-17 authorizes the Mayor to execute the Letter of Engagement from Mauldin & Jenkins, LLC dated March 9, 2020 for professional auditing services.

   The Commission authorized a contract with Mauldin & Jenkins, LLC on February 27, 2020. City Manager Randy Martin and Finance Director Shari Howell asked for a Letter of Engagement from Mauldin & Jenkins, LLC. A letter of engagement is the standard utilized for municipal auditing services.

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

2. **Financial Impact**: $51,350

3. **Attachments:**
   a. Resolution No. 2020-17
   b. Mauldin & Jenkins, LLC Letter of Engagement dated March 9, 2020

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-17.

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF ENGAGEMENT FROM MAULDIN & JENKINS, LLC DATED MARCH 9, 2020 FOR PROFESSIONAL AUDITING SERVICES.

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

WHEREAS, the City received and opened the proposals on February 20, 2020; and

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

WHEREAS, the City Commission followed the Auditor Selection Committee's recommendation and authorized a contract with Mauldin & Jenkins, LLC on February 27, 2020.

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

SECTION 1. The Mayor is authorized to execute the attached Letter of Engagement from Mauldin & Jenkins, LLC dated March 9, 2020.

PASSED and ADOPTED in open session this 16th day of March, 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

MAULDIN & JENKINS

March 9, 2020

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

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

We are pleased to confirm our understanding of the services we are to provide the City of Clewiston, Florida (the "City"), for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

10. Schedule of City Contributions – Frozen Defined Benefit Retirement Plan
11. Schedule of Investment Returns – Frozen Defined Benefit Retirement Plan
12. Notes to RSI - – Frozen Defined Benefit Retirement Plan

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Commission for the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information as well as all representations contained therein.

Management is responsible for: (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

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

Audit Procedures–General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures–Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope

than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and the Florida Single Audit Act.

Audit Procedures–Compliance

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

The Uniform Guidance and the Florida Single Audit Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal programs and/or state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major federal programs and/or state projects. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs and/or state projects in our report on compliance issued pursuant to the Uniform guidance and the Florida Single Audit Act, as applicable.

Other Services

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

Audit Administration, Fees and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to representatives of cognizant or oversight agencies or their designees, other government audit staffs, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit in April 2020, and to issue our reports no later than June 30, 2020. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $47,600 for the year ended September 30, 2019. If single audits are necessary (either federal or state) an additional $3,750 will be applied per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings

to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

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

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

Sincerely,
MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-18

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1. **Background/History**: Resolution No. 2020-18 approves State-Funded Grant Agreement FPN: 445843-1-54-01 between the State of Florida Department of Transportation (FDOT) and the City of Clewiston to provide for FDOT's participation in the design, construction, and construction engineering and inspection of the City of Clewiston C-21 Bridge Canal Crossing. Approval of this agreement obligates the grant funding provided by the legislature of the project and was required to be completed by June, 2020.

2. **Financial Impact**: $2,000,000 (estimated project cost and FDOT's maximum participation amount)

3. **Attachments:**
   a. Resolution No. 2020-18
   b. FDOT State-Funded Grant Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-18.

RESOLUTION NO. 2020-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLEWISTON REGARDING THE DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING AND INSPECTION OF THE CITY OF CLEWISTON C-21 BRIDGE CANAL CROSSING.

WHEREAS, the Florida Department of Transportation ("FDOT") is authorized to participate in the design, construction, and construction engineering and inspection of the City of Clewiston C-21 Bridge Canal Crossing ("Project"); and

WHEREAS, the City of Clewiston ("City") and FDOT wish to enter into an agreement regarding FDOT's financial assistance to the City, the terms and conditions upon which the funds will be provided to the City and the manner in which the Project will be undertaken and completed.

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

SECTION 1. The attached State of Florida Department of Transportation State-Funded Grant Agreement is hereby approved.

SECTION 2. The Mayor is authorized and directed to sign the State of Florida Department of Transportation State-Funded Grant Agreement on behalf of the City.

PASSED AND ADOPTED by the City Commission of the City of Clewiston this 16th day of March, 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

STATE-FUNDED GRANT AGREEMENT

FPN: 445843-1-54-01	Fund: EM20 Org Code: 55014010106	FLAIR Category: 88862 FLAIR Obj: 780000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No: 07 (Hendry)	Contract No:	Vendor No: F596000291014

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

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*).
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☒ Chapter 2019-155, Laws of Florida, Specific Appropriation 1989A, (CFSA 55.039)

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering and inspection of the City of Clewiston C-21 Bridge Canal Crossing, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $2,000,000.00 (Two Million Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000.00 (Two Million Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. **Compensation and Payment:**

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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

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

the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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

8. General Requirements:

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

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

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

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

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

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

☒ shall

☐ shall not

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

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

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

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

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

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

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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

RECIPIENT City of Clewiston

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review: 2/21/20

By: _____

Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445843-1-54-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Clewiston

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: City of Clewiston C-21 Bridge Canal Crossing

PROJECT DESCRIPTION: The general objective is for City of Clewiston to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the design and construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
The intent of this project is to design and construct a new bridge structure over the C-21 Canal crossing in the City of Clewiston, including milling and resurfacing of approaches, as needed.

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

1. Design and construct a new bridge over the C-21 Canal in the City of Clewiston

2. Milling and resurfacing of existing asphalt and drainage improvements, as appropriate.

3. Provide signing and pavement markings to meet the latest MUTCD standards.

4. Maintain existing traffic during the entire construction period

5. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.

6. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

7. Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

9. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

their specific regulations. Acquisition includes all associated permit fees.

11. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Environmental Protection, including mapping and survey, if required.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

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

14. Structure should not be open to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete and approved by FDOT.

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:

1. A Final Topographic and Channel Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code.

2. A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida will be provided, if warranted.

3. Construction Plans and Documentation for FDOT review at 60%, 90% and 100% completeness.

4. Verification of coordination and dispensation of conflicts with affected utility owners.

5. Draft Plan Specifications and bid package, will be provided by 100% Plan review.

6. Record copies of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations.

7. Final Construction Plan Set professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.

8. Final Plan Specifications, professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.

9. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

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

a) Design to be completed by June 30, 2021
b) Right-of-Way to be certified by June 30, 2021
c) Construction contract to be let by June 30, 2022
d) Construction to be completed by June 30, 2024

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Clewiston 115 West Ventura Avenue Clewiston, FL 33440	445843-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2019/2020	FY	FY	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$ 0.00	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 2,000,000.00	$ 0.00	$ 0.00	$2,000,000.00
Maximum Department Participation - (EM20)	% or $ 2,000,000.00	% or $	% or $	% or $ 2,000,000.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. TOTAL PROJECT COST:	$2,000,000.00	$0.00	$0.00	$2,000,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos
District Grant Manager Name

Signature 2/18/20
Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION: City of Clewiston C-21 Bridge Canal Crossing

FPID#: 445843-1-54-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☐ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☒ Local Transportation Projects (CH 2019-155, LOF, Specific Appropriation 1989A), (CFSA 55.039)

***Award Amount:** $2,000,000.00

*The state award amount may change with supplemental agreements

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

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

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

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

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-19

1. **Background/History**: Resolution No. 2020-19 approves Change Order No. 02 to Work Order No. 04 of the Continuing Agreement for Professional Services between the City of Clewiston and Johnson Engineering, Inc. in the amount of $28,500 for the C-21 Bridge Project.

2. **Financial Impact**: $28,500

3. **Attachments:**
   a. Resolution No. 2020-19
   b. Johnson Engineering Change Order No. 02 to Work Order No. 04 with Exhibits A and B

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-19.

RESOLUTION NO. 2020-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING CHANGE ORDER NO. 02 TO WORK ORDER NO. 04 OF THE CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CLEWISTON AND JOHNSON ENGINEERING, INC. FOR THE C-21 BRIDGE PROJECT.

WHEREAS, the parties entered into a Continuing Agreement for Professional Services on May 23, 2018; and

WHEREAS, Work Order No. 04 for technical services was previously approved by the City Commission to complete the project of designing a bridge over Canal C-21; and

WHEREAS, Change Order No. 01 to include work related to FDOT plans or permit was previously approved by the City Commission; and

WHEREAS, Change Order No. 02 is necessary to move from a general environmental resource permit to an individual permit, add lighting to the project, widen the access road on the Herbert Hoover Dike and provide renderings of the facility for presentation.

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

SECTION 1. The attached Change Order No. 02 to Continuing Agreement for Professional Services Work Order No. 04 is approved and the Mayor is authorized and directed to execute the Change Order on behalf of the City.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of March, 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

CHANGE ORDER

No. **02**

DATE OF ISSUANCE **10/01/2019** EFFECTIVE DATE **10/01/2019**

OWNER **City of Clewiston**
CONTRACTOR
Contract **Work Order No. 04 – Resolution 2019-21**
Project: **C-21 Bridge Project**
OWNER'S Contract No.: ENGINEER'S Contract No.: **20181170-002**
ENGINEER **Johnson Engineering, Inc.**

You are directed to make the following changes in the Contract Documents:
Description: Adding $ **$28,500.00** to contract.

Reason for Change Order: Adding scope to move from a general environmental resource permit to an individual permit, add lighting to the project, widen the access road on the Herbert Hoover Dike (HHD), and provide renderings of the facility for presentations.

Attachments: Exhibit A - Scope of Services for Roadway Design and Construction Plan changes along with additional calculations. / Exhibit B – Changes to Compensation

Cost proposal submitted by **Johnson Engineering, Inc.** to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ **171,500.00**	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. 01 to ____ : $ **16,800.00**	Net Change from Previous Change Order No. ____ to No. ____ : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: $ **188,300.00**	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase of this Change Order: $ **28,500.00**	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: $ **216,800.00**	Contract Times with all approved Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:
JOHNSON ENGINEERING, INC.
By: _____
ENGINEER (Authorized Signature)
Lonnie V. Howard, President
Date: March 2, 2020

APPROVED:
CITY OF CLEWISTON
By: _____
OWNER (Authorized Signature)
Mali Gardner, Mayor
Date: March ,2020

APPROVED:
CITY OF CLEWISTON
By: _____
OWNER (Authorized Signature)
Randy Martin, City Manager
Date: March , 2020

EXHIBIT A - CHANGE ORDER NO. 2
TO WORK ORDER NO. 04

SCOPE OF PROFESSIONAL SERVICES FOR
INDIVIDUAL ERP PLANS FOR BRIDGE OVER C-21 CANAL

March 2020

GENERAL

CONSULTANT shall provide and perform the following professional services, which shall constitute the general scope of Basic Services under the covenants, terms, and provisions of the City of Clewiston Continuing Agreement for Professional Services, executed May 23, 2018.

Initially the project was to construct a bridge over the canal along with approach roadways/ramps on each end. This type of project fits within general permit number 62-330.443. The general permit applications have fewer parts and take less effort to prepare. The project was to be within a previously permitted project under Permit Number 26-01140-P, Application 130422-3 (Clewiston Boat Basin – Phase 2). During the permit process, it was found that a portion of the perimeter berm was not constructed, and the outfall structure did not fully limit the discharge rate for the design storm of a 25-year, 3-day event. Adding the berm construction and changing the outfall structure requires an individual environmental resource (ERP) permit with its increased application package. In addition, the City has requested that lighting be added, the roadway on the top of the HHD be made two-lane, and there is need of renderings for presentations.

It is assumed that separate bridge construction plan modifications will be developed by the City's consultant, WGI, concurrently with the roadway plans to incorporate lighting of the roadway. No bridge structural plans or structural analysis is included in this scope of services.

TASKS

In accordance with the general scope of Basic Services stated herein, the CONSULTANT shall perform services necessary to complete the following tasks:

TASK INDEX

2A	Individual ERP
8.0	Roadway Design and Construction Plans
9	Rendering

Task 2A - Environmental Resource Permit

The CONSULTANT will prepare an application to South Florida Water Management District (SFWMD) for a bridge across Canal C-21 with connections to the HHD and the parking lot south of the canal. In addition to the bridge and the connecting ramps, the application will include construction of a perimeter control berm not constructed under Application Number 130422-3 along with modifications to the outfall structure permitted then. This task will include the engineering work and environmental work necessary to make an individual application. The task will include up to two requests for additional information (RAIs).

TASK 8A – TWO-WAY ROADWAY AND LIGHTING DESIGN AND PLANS

The CONSULTANT shall prepare an engineering design and associated services required for the preparation of roadway plans for the one-way to two-way conversion of the Herbert Hoover Dike roadway from the new proposed C-21 Bridge to the current two-way segment to the east existing two-way roadway.

The CONSULTANT shall prepare construction plans of the proposed roadway improvements along the Herbert Hoover Dike roadway. The construction plans shall be prepared in general accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The construction plans for the roadway conversions, will be a component within the current C-21 Bridge Plans.

The CONSULTANT shall prepare a lighting design analysis report and lighting plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover with the plan submittal. The report shall provide analyses for the mainline. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used.

LIGHTING PLANS

- The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- The plans shall include plan and details sheets depicting, summary of quantities, lighting and conduit locations, wiring sizes, pole data, and load center locations for all improvements to be constructed in the initial construction

Task 9 - RENDERINGS

The CONSULTANT will prepare up to three variations of bridge/MSE wall variations in surface treatments for a bridge across Canal C-21 with connections to the HHD. These will include lighting features added in Task 8A. The renderings will be used for presentations and in the decision process for the final surface treatment of the bridge and walls. The intent is to provide a finish that will provide a connection with the recent entrance signs on US 27.

EXHIBIT B - CHANGE ORDER NO. 2
TO WORK ORDER NO. 04

CHANGES TO COMPENSATION

Task	Description	Original Contract	Previous Change Order No(s). 1	This Change Order – No. 02	Total Contract with all Supplements
1	Plan Production	$20,000.00			$20,000.00
2	Environmental Resource Permit	$50,000.00	-10,000.00	$4,000.00	$44,000.00
3	SFWMD ROW or WOTD	$10,000.00	10,000.00	$2,000.00	$22,000.00
4	USACE Nationwide 14	$30,000.00	-10,000.00		$20,000.00
5	USACE Section 408	$23,000.00		-6,000.00	$17,000.00
6	Meetings	$15,000.00			$15,000.00
7	Survey	$22,000.00	-10,000.00		$12,000.00
REIMB	Reimbursables	$1,500.00			$ 1,500.00
8	FDOT Roadway Plans		36,800.00		$36,800.00
2A	Individual ERP			15,500.00	$15,500.00
8A	Lighting and Two-Way Roadway			11,500.00	$11,500.00
9	Renderings - Presentation			1,500.00	$ 1,500.00
TOTAL AGREEMENT:		$171,500.00	16,800.000	$28,500.00	**$216,800.00**

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-20

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1. **Background/History**: Resolution No. 2020-20 approves FDOT Exhibit A to the Traffic Signal Maintenance and Compensation Agreement setting the compensation to the City for the maintenance of traffic signals and other devices for FY 2020/2021.

2. **Financial Impact**: $22,964

3. **Attachments:**
   a. Resolution No. 2020-20
   b. Exhibit A to FDOT Traffic Signal Maintenance and Compensation Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-20.

RESOLUTION NO. 2020-20

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

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

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

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

WHEREAS, the parties now wish to adopt a new Exhibit "A" to the Traffic Signal Maintenance and Compensation Agreement for Fiscal Year 2020/2021.

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

SECTION 1. The attached Exhibit "A", FDOT Traffic Signal Maintenance and Compensation Agreement for FY 2020/2021 is approved.

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

PASSED AND ADOPTED in open session this 16th day of March, 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

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2020/2021
Effective Date: 7/1/2020 To: 6/30/2021

Maintaining Agency: Clewiston

Intersection Locations		ID #	Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 25/US 27	FRANCISCO ST	173	$3,482								$112	$ 3,594.00
SR 25/US 27	SAN PEDRO ST/CIRCLE DR	174	$3,482								$112	$ 3,594.00
SR 25/US 27	BOND ST/ROYAL PALM AVE	175	$3,482								$112	$ 3,594.00
SR 25/US 27	WC OWENS AVE	176	$3,482								$112	$ 3,594.00
SR 25/US 27	W CIRCLE DR/OLYMPIA ST	177	$3,482								$112	$ 3,594.00
SR 25/US 27	N BERNER RD	178	$3,482								$112	$ 3,594.00
US 27 NB	East of Francisco								$350			$ 350.00
US 27 NB	East of Francisco								$350			$ 350.00
US 27 SB	East of Lewis Blvd								$350			$ 350.00
US 27 SB	East of Lewis Blvd								$350			$ 350.00
												$ -
												$ -
										Total Lump Sum *		$ 22,964.00

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

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 22,964.00

Maintaining Agency Date

District Traffic Operations Engineer Date

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-21

1. **Background/History**: Resolution No. 2020-21 approves the FMPA letter agreement dated February 25, 2020 for Phase 2 Detail Engineering for Substation T1 & T2 relay differential upgrade and 12010, 12020 circuit breaker replacement.

   The Phase 1 conceptual design work for upgrades to the Clewiston substation is complete. Staff is asking the Commission to approve this support contract between FMPA and the City for the Phase 2 detail engineering work by TRC. Under the terms of the agreement, FMPA will pay the TRC invoices, with approval from the City of Clewiston. FMPA will issue an invoice to the City of Clewiston for reimbursement of TRC's billed hours plus expenses.

   The cost for the project is included in the City's FY 2020 budget.

2. **Financial Impact**: Not to Exceed Amount of $149,182.50

3. **Attachments:**
   a. Resolution No. 2020-21
   b. FMPA letter agreement dated February 25, 2020
   c. TRC proposal dated February 13, 2020

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-21.

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE FMPA AGREEMENT FOR ENGINEERING SUPPORT SERVICES AND AUTHORIZING THE MAYOR TO SIGN.

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

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

WHEREAS, a Master Services Agreement between FMPA and TRC Company offers exceptional rates to the City for consulting engineering services; and

WHEREAS, the City's distribution substation is in need of repairs and upgrades.

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

SECTION 1. The City Commission hereby approves the Phase 2 Detail Engineering Project Support Services agreement between FMPA and the City, dated February 25, 2020 and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 16th day or March, 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

DocuSign Envelope ID: 35D1BD88-9189-47BC-BF21-AFB877986529

FMPA
MUNICIPAL POWER

Ken Rutter
Chief Operating Officer

February 25, 2020

City of Clewiston
115 W Ventura Ave
Clewiston, FL 33440

To Whom It May Concern:

RE: Phase 2 – Detail Engineering for Substation T1 & T2 Relay Differential Upgrade, and 12010, 12020 circuit breaker replacement

This letter will confirm the agreement between the Florida Municipal Power Agency (FMPA) and The City of Clewiston, regarding Clewiston's Phase 2 Detail Engineering for Substation T1 & T2 relay differential upgrade, and 12010, 12020 circuit breaker replacement.

FMPA has made arrangements with TRC to assist the City of Clewiston with their Phase 2 Detail Engineering Project Support. The work, which is described in their proposal letter, included involves protection and control, substation physical-electrical, and civil engineering design. There is also procurement specification, technical support for the replacement of two existing low side bank breakers, replacement of differential and high-side overcurrent relays on both T1 and T2 substation transformers, relocation of low side bank relays from substation yard to control house, replacement of the existing bus differential relaying and junction boxes, update of all the drawings associated with this relay/breaker upgrade, and replacement of existing SCADA system. TRC will provide an associated construction specification for the in-ground and above ground work for the purpose of The City of Clewiston securing competitive bid contractor pricing to complete the work. Under this proposal, TRC will provide engineering design services per the scanned drawings assembled during the on-site visit along with any email directives and drawings received in terms of the breaker and relay replacement scope.

FMPA will facilitate the contract and relationship with TRC on all tasks identified in this agreement letter. The project has a total, not to exceed amount of $149,182.50 which is outlined in the proposal letter. Should the City of Clewiston require additional services beyond the specified project scope, TRC can provide additional services as needed in addition to the fee included in the proposal letter. Given a Notice to Proceed of March 16, 2020, TRC would be able to complete the Phase 2 Design scope of work by April 15, 2020

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

DocuSign Envelope ID: 35D1BD88-9189-47BC-BF21-AFB877986529

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

Sincerely,

DocuSigned by:
5B40F13185DA48A...
Ken Rutter
Chief Operating Officer

ACCEPTED AND AGREED:
The City of Clewiston

City of Clewiston - Representative

Date

TRC

17911 Von Karman Ave.
Suite 400
Irvine, CA 92614

T 949.727.9336
TRCcompanies.com

February 13, 2020

Mr. Ken Ritter
Florida Municipal Power Agency

Subject: City of Clewiston Detail Engineering for Substation T1 & T2 Relay Differential Upgrade, and 12010, 12020 circuit breaker replacement.
TRC Project No. 344794.0000

Dear Mr. Ritter:

TRC is pleased to present this Time & Material not to Exceed proposal for Engineering Design Services, related to the City of Clewiston Detail Engineering Project Support. The work included in this estimate involves protection and control, substation physical-electrical, and civil engineering design. There is also procurement specification, technical support for the replacement of two existing low side bank breakers, replacement of differential and high-side overcurrent relays on both T1 and T2 substation transformers, relocation of low side bank relays from substation yard to control house, replacement of the existing bus differential relaying and junction boxes, update of all the drawings associated with this relay/breaker upgrade, and replacement of existing SCADA system. TRC will provide an associated construction specification for the in-ground and above groundwork for the purpose of The City of Clewiston securing competitive bid contractor pricing to complete the work. Under this proposal, TRC will provide engineering design services per the scanned drawings assembled during the on-site visit along with any email directives and drawings received in terms of the breaker and relay replacement scope.

Our proposed T&M not to Exceed price for this work is $149,182.50 (One Hundred and Forty-Nine Thousand One Hundred Eighty-Two Dollars and Fifty Cents). This proposal is based on the effort outlined below. Should the City of Clewiston require additional services beyond the specified project scope, TRC can provide additional services as needed in addition to the fee included in this proposal. Given a Notice to Proceed of January 27, 2020, TRC would be able to complete the Phase 2 Design scope of work by February 24, 2020.

In addition to the above proposal for the base scope is an optional scope to perform onsite field verification. This is based on the final detailed design to look for any constructability issues at Clewiston S/S. TRC proposes to execute this verification for a T&M Not to Exceed price of $6,500.00 (Six Thousand Five Hundred Dollars).

In addition to the above proposal for the base scope is an optional scope to perform onsite Construction Support based on as needed at Clewiston S/S. TRC proposes to execute this verification for a T&M Not to Exceed price of $10,000/week (Ten Thousand Dollars).

Per our understanding of the requirements of this project, TRC's scope of work for the City of Clewiston includes Detail Engineering, Equipment Specification Procurement Support, and Construction Support (by phone) to include the following as a general list of items to be included in the scope for this project:

SCOPE OF WORK:

Project Schedule and Management
TRC utilizes experienced Project Managers that have proven track records for delivering projects like this one on budget and to the satisfaction of all project stakeholders. The Project Manager will provide the single point of contact and will provide oversight in all areas including communication, budgetary, engineering, quality assurance, and safety.

The project team will be coordinated by a designated Project Manager. The Project Manager will facilitate and deliver external and internal communications as the project point person, coordinate collaborative project team efforts, and ensure the expectations of the City of Clewiston are met by way of deliverables management.

- Weekly status meeting update (via teleconference)
- Change Request (as needed)

Deliverables	**Cost of Project Management Support**
Project Startup	$660.00
Client Meetings, Document Control and Budget Review/Invoicing	$10,780.00
Project Closeout	$660.00
Total	$12,100.00

Substation & Civil Engineering
TRC's physical-electrical substation and civil engineering groups will provide support services for the completion of detail substation engineering, equipment procurement support, construction specification, construction support (by phone), and project closeout with As-Built drawing completions of field marked red & green prints as outlined below. TRC can provide onsite construction support for an additional cost. TRC expects to prepare and assemble an In-Ground construction package, along with an Above-Ground construction package to provide the City of Clewiston the capability of securing a competitive bid for a single construction contract for the execution of the work. The design deliverables will include the following design and existing drawing updates as applicable to the completion of the stated scope of work:

Procurement (IFR, IFU Submittals)
- Equipment Specification – 15kV Class Circuit Breaker
- Procurement Technical Support
- Bid review support (Circuit Breaker and Construction Contract)

In-Ground Design Package (IFR, IFA, IFC Submittals)
- Existing 15kV Ckt. Bkr. foundation calculation review
- Foundation Plan
- Foundation Detail
- Conduit Plan
- Grounding Plan
- In-Ground Conduit / Grounding Details
- Conduit Schedule
- In-Ground Material List

Construction Specification

Above-Ground Design Package (IFR, IFA, IFC Submittals)
- One Line Diagram
- General Arrangement Plan
- General Arrangement Elevations / Sections
- Electrical Details, Grounding / Conduit
- Above Grade Material List
- Control Building Equipment Layout Plan
- Construction Specification

Construction Support (by phone) (additional cost for onsite construction support)
As-Built Drawing Updates (Field supplied Red & Green markups)
Final project close-out administration & files return

Substation & Civil Engineering Deliverables Proposal Services Breakdown:

Deliverables	Cost of Breaker Replacement
Equipment Specification	$2,017.00
Procurement Technical Support	$504.00
Bid Review Support	$1,009.00
Foundation Calc Review	$2,900.00
Foundation Plan	$1,009.00
Foundation Detail	$5,820.00
Conduit Plan	$1,513.00
Grounding Plan	$1,009.00
In-Ground Details	$2,017.00
Conduit Schedule	$756.00
In-Ground Material List	$630.00
In-Ground Constr. Spec	$3,873.00
A.G. One Line Diagram	$504.00
A.G Gen Arrgt Plan	$1,009.00
A.G. Gen Arrgt Elev & Sect's	$1,009.00
Elect. Details, Grd / Cdt	$1,513.00
A.G. Mat'l List	$630.00
Control Bldg Equip Layout Plan	$1,009.00
A.G. Constr Spec.	$1,513.00
Checking	$1,009.00
Off Site Construction Support	$504.00
As Built Drawings	$504.00
Project Closeout & Files Return	$504.00
Administration & Submittals	$1,514.00

Total	$34,279.00

For a phased approach to the Substation design work, this would cause a 12% price increase.

TRC's Substation Engineering Group will review the City of Clewiston's substation drawings, existing substation information gathered during the on-site meeting, and information provided by City of Clewiston and FMPA on project requirements. This information is the basis of this detail engineering proposal.

TRC will utilize its expertise and experience to retain the Owner's intent in developing the project specific criteria and design where unique project requirements become apparent.

Design Standards
TRC will incorporate the latest revisions of industry standards including present engineering and design practices for the City of Clewiston.

Protection and Control Engineering
TRC will take the conceptual, applicable client standards, and existing station drawings and produce the required 30% design package. The protection will be designed based on the current station configuration and the comments provided during the kickoff. TRC will provide drawings for the RTAC design including DC drawings showing the power supply and communications drawings showing the connections to the SEL relays (both the existing ones and the new ones). The panel elevation drawing will have a bill of materials on it that delineate which materials were provided by SEL and which materials were provided by the construction contractor.

At the completion of the completion of each design package, TRC will perform a complete internal QA/QC review per TRC's procedures. After these quality assurance checks, TRC will move onto the next package incorporating the agreed upon client comments into the design. The packages will include the following:

Protection and Control 30% Design Deliverables

Deliverables	Cost of Breaker Replacement	Cost of Bus Relaying Replacement
Front View Diagrams	$108.15	$108.15
Relay One Line Diagram	$108.15	$108.15
AC/DC Schematics	$6,210.90	$4,140.6
Checking	$2,669.76	$1,779.84
Total	$9,096.96	$6,136.74

Protection and Control 70% Design Deliverables

Deliverables	Cost of Breaker Replacement	Cost of Bus Relaying Replacement
Front View Diagrams	$108.15	$108.15
Relay One Line Diagram	$108.15	$108.15
AC/DC Schematics	$2,781.00	$1,854.00
Wiring Diagrams	$5,135.58	$3,423.72
Interconnect Diagrams	$4,974.90	$3,316.60
Cable Schedule	$1,044.42	$696.28

Trip Table	$1,001.16	$667.44
Detailed Material List	$1,878.72	$1,252.48
Checking	$2,354.58	$1,569.72
Total	$19,386.66	$12,996.54

For a phased approach to the P&C design work, this would cause a 10% price increase.

Protection and Control 100% Design Deliverables
This will contain the same drawings as above with applicable comments incorporated. The drawings will be reviewed and stamped by a Florida Professional Engineer.

Scope	Cost of Breaker Replacement	Cost of Bus Relaying Replacement
IFC Drawing Set	$1,354.45	$1,354.45

Construction and As-Builts
For this phase of the project, TRC will provide construction support for the electrical contractor. We will provide phone and electronic support, unless the onsite support option is utilized. Once construction is complete, TRC will use the marked-up drawings shipped to our Augusta, ME office to draft the As-Built drawing set.

Scope	Cost of Breaker Replacement	Cost of Bus Relaying Replacement
Offsite Construction Support	$432.60	$432.60
As-Built Drawings	$942.45	$942.45
Total	$1,375.05	$1,375.05

RTU Upgrade
The RTU design will be based on the use of an SEL-3555, SEL-3620, SEL-2407, and SEL-2240. If different equipment is required, the impact to this proposal will need to be evaluated. This portion of the project has a small impact to the breaker replacement and bus relaying portions of the project.

Scope	Cost of Breaker Replacement
RTU Upgrade	$9,769.55

Relay Settings Engineering
TRC will develop relay settings and basis documents for all relays in the project scope, a list of relays included in this proposal is provided below. These settings will be based on the design drawings and relay setting calculations. All relay setting calculations, coordination and protection descriptions will be provided in the Relay Setting Basis documents utilizing TRC standard basis format.

Relay Settings Issued for Review (IFR) Deliverables

Relay settings files (rdb) and setting basis documents for the following relays:

- 87T1-D/OC - SEL-387E
- 87T2-D/OC - SEL-387E

- 12010-OC - SEL-351S
- 12020-OC - SEL-351S
- 87B1 - SEL-587Z
- 87B2 - SEL-587Z

Relay Settings Issued for Use (IFU) Deliverables

This will contain the relay settings and basis documents listed above with applicable comments incorporated.

Deliverables from FMPA and the City of Clewiston

Site Support of Conduit Routes

Other specific site data as requested by the Consultant

Issued for Construction Package

The submittals for P&C, Substation, and Civil engineering will include the deliverables listed in the above sections. These drawings will be stamped by a Professional Engineer registered in the State of Florida

To support this design project, TRC will perform the necessary Engineering work, Project Management, and Administrative Oversight required for the project.

Clarifications

1. All reference information/materials and standards will be provided the same date as the PO.
2. Any applicable City of Clewiston standards or requirements are supplied at the Kickoff of the Phase 2 design.
3. TRC includes a design review meeting via teleconference after the Issued for Review submittal (IFR) to review client comments.
4. All comments on the IFR package shall be received prior to or during the teleconference meeting.
5. TRC's estimate is based on the ability to provide hybrid drawings and will not require complete redraw of non-CAD drawings.
6. Construction engineering support via telephone is included in the proposal cost. The onsite construction engineering support provided as an optional adder. TRC can provide a proposal and cost estimate for Construction Management support.
7. Any available geotechnical information will be provided by the City of Clewiston. If none is available, reasonable assumptions will be made on soil properties.
8. TRC can provide additional services involving procurement support, construction management, testing and commissioning, or expanded engineering design services at the City of Clewiston's discretion and request - beyond what is described above.
9. Protective element coordination will be documented in the setting basis document. An area coordination study is not included in this proposal but can be added upon request.
10. The cost for reviewing (3) electrical contractor bids has been included.
11. The RTU design will be based on the use of an SEL-3555, SEL-3620, SEL-2407, and SEL-2240. If different equipment is required, the impact to this proposal will need to be evaluated.

We sincerely appreciate this opportunity and hope this proposal is in line with your expectations. Should you have any questions regarding our proposal package, please feel free to contact me at

(949) 727-7365, or via email at cflatt@trccompanies.com. I look forward to hearing from you soon.

Sincerely,

Chelsea Flatt
Project Manager

CC: Stephen Pierce, Director of Substation Engineering NE

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: March 16, 2020

Subject: Resolution No. 2020-22

1. **Background/History**: Resolution No. 2020-22 approves the award of the Portable Generator Purchase Contract to Gresco Supply and authorizes the Mayor to execute the Portable Generator Purchase Contract with Gresco Supply on behalf of the City.

   The City issued Bid No. 2020-03 to solicit proposals for the purchase of four portable generators (2-100 kVA and 2-75 kVA)dedicated for wastewater service. Staff recommends awarding the contract to the lowest bidder, Gresco Supply. This purchase is mandated by action item (C) of the Second Amended Consent Order between the City and The Florida Department of Environmental Protection.

2. **Financial Impact**:

2 100kVA Generac Generators @ $47,199.00	$94,398.00
2 75 kVA Generac Generators @ $41,649.99	$83,299.98
Total	$177,697.98

   (This is a reimbursable expense pursuant to Standard Grant #LPA0006 between the City and FDEP.)

3. **Attachments:**
   - **a.** Resolution No. 2020-22
   - **b.** Bid Tabulation
   - **c.** Aursi Tab Sheet
   - **d.** Portable Generator Purchase Contract
   - **e.** Affidavit of Publication of Invitation to Bid

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-22.

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE AWARD OF THE PORTABLE GENERATOR PURCHASE CONTRACT TO GRESCO SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE THE PORTABLE GENERATOR PURCHASE CONTRACT WITH GRESCO SUPPLY FOR THE PURCHASE OF FOUR PORTABLE GENERATORS.

WHEREAS, the City of Clewiston ("City") requested proposals for the purchase of four portable generators dedicated for wastewater service, the purchase of which is mandated by action item (C) of the Second Amended Consent Order between the City and the Florida Department of Environmental Protection; and

WHEREAS, seven proposals were received on March 11, 2020; and

WHEREAS, City staff recommends awarding the Portable General Purchase Contract to Gresco Supply.

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

SECTION 1. The Portable Generator Purchase Contract is awarded to Gresco Supply.

SECTION 2. The Mayor is hereby authorized to execute the Portable Generator Purchase Contract with Gresco Supply.

PASSED AND ADOPTED in open session this 16th day of March, 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
115 West Ventura Ave.
Clewiston, FL 33440

TABULATION

Portable Generator Purchase Contract
March 11, 2020

No.	Bidder	100 kVA Generator Manufacturer	Unit Bid Amount
1.	Gresco	Generac	47,199.00
2.	Evergreen Specialty Services	Chicago Pneumatic	52,900.00
3.	Wesco	Generac	55,065.00
4.	Trekker Tractor	Chicago Pneumatic	56,437.00
5.	Genset Services	Generac	59,758.75
6	Stuart C. Irby	Generac	68,500.00
7.	Electric Supply of Tampa	Kohler	71,760.00

No.	Bidder	75 kVA Generator Manufacturer	Unit Bid Amount
1.	Gresco	Generac	41,649.99
2.	Trekker Tractor	Chicago Pneumatic	46,339.00
3.	Evergreen Specialty Services	Chicago Pneumatic	48,250.00
4.	Wesco	Generac	48,729.00
5.	Genset Services	Generac	52,645.75
6	Stuart C. Irby	Generac	60,800.00
7.	Electric Supply of Tampa	Kohler	63,710.00

NOTE: It was discovered the unit price quotes for each of the 100 kVA and 75 kVA generators by Genset Services on AURSI.com were for two units. The correct unit price quotes by Genset Services are reflected above.

City of Clewiston - Electric, FL

View

Event # RFQ-1-1/29/2020-LM

Creation Date 1/29/2020

Due Date-Time 3/11/2020-02:00 PM EST

Description Mobile Generators for emergency backup as outlined in the City of Clewiston Grant #LPA0006, Dated:1-27-20

Event Notes Delivery to be included with your proposal. Provide cut sheets if you bid an alternate. Delivered by May 15th 2020.

LineNo	StockNo	Description	Qty	Alt	Notes
1	GEN-100	GENERATOR, 4.5 L, 100 kVA MOBILE DIESEL GENERATOR SET, EPA Emissions Certification: Final Tier 4.	2	Yes	Delivery to be included with your proposal. Provide cut sheets if you bid an alternate. Delivered by May 15th 2020.

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2	47199.00000	94398.00000	70	GRESCO - Wildwood, FL	Generac	MDG100DF4	
2	52900.00000	105800.00000	30	Evergreen Specialty Services - Commack, NY	Chicago Pneumatic	CPG 125 JD T4F	Price offered is for the manufacturer, Chicago Pneumatic, model # CPG 125 JD T4F. Price includes freight. Made in USA.
2	55065.00000	110130.00000	42	WESCO - Orlando, FL	Generac	MDG100DF4	QUOTING SINGLE AXLE UNIT; IF INTERESTED IN DOUBLE AXLE UNIT (MTG100T), THE PRICE WOULD BE $ 57,365.00/EA
2	56437.00000	112874.00000	60	Trekker Tractor LLC - Hialeah Gardens, FL	Chicago Pneumatic	CPG95JD-T4F	CPG95JD-T4F unit price $56,437ea. Bid package with specs sheet has been delivered Mar. 11,2020 to Katy/Corrie at Finance Dept. at 11:49am.
2	68500.00000	137000.00000	84	Stuart C. Irby - Lake Mary, FL	Generac	MDG100DF4	Pricing valid for a full award of lines one and two.
2	71760.00000	143520.00000	140	Electric Supply of Tampa - Tampa, FL	kOHLER	120REOZT4	Quoting Kohler equal. Will supply spec sheets if we are low bidder
2	119517.50000	239035.00000	42	Genset Services Inc - Pompano Beach, FL	Generac	MDG100DF4	

LineNo	StockNo	Description	Qty	Alt	Notes
2	GEN-75	GENERATOR, 4.5 L, 75 kVA MOBILE DIESEL GENERATOR SET EPA Emissions Certification: Final Tier 4	2	Yes	Delivery to be included with your proposal. Provide cut sheets if you bid an alternate. Delivered by May 15th 2020.

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2	41649.99000	83299.98000	70	GRESCO - Wildwood, FL	Generac	MDG75DF4	
2	46339.00000	92678.00000	60	Trekker Tractor LLC - Hialeah Gardens, FL	Chicago Pneumatic	CPG70ID-T4F	CPG70ID-T4F unit price $46,339ea Bid package with specs sheet has been delivered Mar. 11,2020 to Katy/Corrie at Finance Dept. at 11:49am.
2	48250.00000	96500.00000	30	Evergreen Specialty Services - Commack, NY	Chicago Pneumatic	CPG 95 JD T4F	Price offered is for the manufacturer, Chicago Pneumatic, model # CPG 95 JD T4F. Price includes freight. Made in USA.
2	48729.00000	97458.00000	42	WESCO - Orlando, FL	Generac	MDG75DF4	QUOTING SINGLE AXLE UNIT, IF INTERESTED IN DOUBLE AXLE UNIT (MTG75T), THE PRICE WOULD BE $ 51,028.00/EA
2	60800.00000	121600.00000	84	Stuart C. Irby - Lake Mary, FL	Generac	MDG75DF4	Pricing valid for a full award of lines one and two.
2	63710.00000	127420.00000	140	Electric Supply of Tampa - Tampa, FL	KOHLER	90REOZT4	Quoting Kohler equal. Will supply spec sheets if we are low bidder

2	105291.50000	210583.00000	42	Genset Services Inc - Pompano Beach, FL	Generac	MDG75DF4	

SuppName	T&C Comments
American Safety	We are unable to quote these items currently. Thank you for the opportunity to quote. Please keep us in mind for future quotes Tina H. Everhart - Bid Specialist American Safety Utility Corp
GrayBar	Sent to Justin Hutcheson and Michael Tierney to bid
Trekker Tractor LLC	Bid package with specs sheet has been delivered Mar. 11,2020 to Katy/Corrie at Finance Dept. at 11:49am.

Boiler Plate Description	Document Name	Revised
please note vendor terms and conditions: attachment 1 & 2 to the agreement	Res 2020-02 DEP Grant Agreement LPA0006.pdf	01/29/2020
portable generator purchase bid plan 2020	CLE bid #2020-03 Utilities Sewer.pdf	02/14/2020

CITY OF CLEWISTON

PORTABLE GENERATOR PURCHASE CONTRACT

BID NO. 2020-03

PREPARED BY

UTILITIES DEPARTMENT

COUNCIL MEMBERS

MAYOR – MALI GARDNER

VICE MAYOR – MICHAEL ATKINSON

JULIO RODRIGUEZ

KRISTINE PETERSEN

MELANIE MCGAHEE

CHARTER OFFICERS

CITY MANAGER – RANDY MARTIN

CITY CLERK – KATHY COMBASS

CITY ATTORNEY – GARY BRANDENBURG

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CITY OF CLEWISTON, FLORIDA

INVITATION TO BID
BID NO. 2020-03

Sealed bids will be received by the City Clerk, 115 W. Ventura Ave., Clewiston, Florida, 33440, until 2:00 p.m., Thursday, March 11, 2020, and subsequently opened via the AURSI (Advanced Utility Resources and Supply, Inc.) website for the following:

PORTABLE GENERATOR PURCHASE CONTRACT

Bid Documents may be obtained from AURSI.com, at http://www.AURSI.com, Telephone No. (352) 406-0446. All inquiries shall be directed to the office of the City Clerk at (863) 983-1484. If you are not a member of AURSI.com, please contact John Tingue at (352) 406-0446 and reference RFQ 1-1/29/2020-LM, and you will be given access to submit a bid with no associated costs.

All associated required bid forms on pages 25 through 36 must be sealed and plainly marked **"PORTABLE GENERATOR PURCHASE CONTRACT, BID NO. 2020-03"** on the outside of the envelope and addressed as follows:

By Mail:
City of Clewiston
City Clerk
115 W. Ventura Avenue
Clewiston, FL 33440

By Courier:
City of Clewiston
City Clerk
115 W. Ventura Avenue
Clewiston, FL 33440

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Clewiston must provide a copy of their business occupational license at the time of award.

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause and/or to accept the bid that, in its judgment, will serve the best interest of the City of Clewiston, Florida.

Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any bid or bid-related documents, the provisions of Chapter 2, Article III, Section 2-79 of the Clewiston Code concerning Purchasing Methods and this Invitation to Bid shall control in this order.

Issued at Clewiston, Florida this 19th day of February, 2020.

CITY OF CLEWISTON, FLORIDA

RANDY MARTIN
CITY MANAGER

CITY OF CLEWISTON, FLORIDA

UTILITIES
PURCHASE CONTRACT

BIDDING INFORMATION AND INSTRUCTIONS

The Bid Documents are intended to provide City with information to help determine the lowest responsible bidder and to establish Contract terms and conditions. Each bidder should read the Bid Documents carefully. The Contract awardees, if any, shall be bound by the terms contained in the Bid Documents.

City shall award Contracts to the bidder or bidders whose bid proposals are most responsive. The most responsive bid may be the one with the lowest price. But City shall also review other factors, such as ability to meet specifications, delivery times, the quality of the items offered in the bid, and past performance history. City shall have the right to award Contracts for individual items contained in the Bid Schedule to different bidders, to award one (1) Contract to one (1) bidder, or to reject all bid proposals.

1. CLARIFICATIONS AND INTERPRETATIONS

Requests for further clarification or interpretation of the Bid Documents must be submitted in writing to the City Clerk prior to the date set for Bid Opening. The City Clerk shall provide a written answer, which shall be in the form of an amendment to the Bid Documents, to all bidders whenever information requested is necessary for the submission of bid proposals, or the lack of the information requested would otherwise be prejudicial to bidders. City shall not be bound by any oral explanations or clarifications.

2. COMPLETING THE BID PROPOSAL

Only those bid proposals that comply with all of the requirements described in the Bid Documents shall be deemed to be "responsive." The bid proposal must be filled out completely, in ink or typewritten. The bid proposal must contain any signatures, information and documents as required by the Bid Documents. The person signing any required documents must initial any erasures, and also any changes to statements made or information provided. If an agent for the bidder signs on the bidder's behalf, the bidder must also include evidence of the agent's authority in the bid proposal.

City will not consider bid proposals containing terms or conditions other than those required in the bid proposal, unless the bidder has also submitted a fully conforming bid and such terms and conditions are included in alternative bids.

A. The bid proposal may include pricing for all or some portion of the items on the Bid Schedule. City reserves the right to award supply Contracts for all or any portion of the items on the Bid Schedule, unless the bidder specifies otherwise in his or her bid proposal.

B. The bid should quote the lowest and best price, F.O.B. destination, for each item bid. If delivery and shipping quantities affect an item's unit price, the bidder may submit multiple bids so as to indicate "price break" quantities. Unless otherwise directed by the Bid Documents, the bid proposals shall include packaging and transportation charges, either by including such charges in the item price bid or listing such charges as separate items. City reserves the right to designate shipment mode.

C. The prices bid must be firm for each item. The bidder may include price adjustments, but only as alternatives to the firm prices bid. City does not pay Federal excise taxes, or State or local retail sales or use taxes. The Finance Department shall provide Tax Exemption certificates upon request.

D. Whenever the Bid Documents indicate that "approved equals" are acceptable, the bidder may offer a product "equal" to the item requested, as an alternate. City shall have the right to determine whether the alternate is satisfactory.

E. Delivery dates indicated shall be at point of destination. If the bidder cannot meet the required delivery date, the bidder must provide his or her best delivery date. Delivery time, if stated in number of days, shall be counted including Saturdays, Sundays, and Holidays unless the bid proposal clearly indicates otherwise.

F. Any deviations from the specifications shall be clearly noted on the Bid Schedule.

3. SUBMITTING THE BID PROPOSAL

All bid pricing must be submitted via electronic bids through www.AURSI.com by the date and time indicated on the Invitation to Bid.

All Bid proposal forms must be sealed in an envelope marked on the outside with bidder's name, address, bid number, description, and date, and submitted via mail or courier:

EXAMPLE:

BY MAIL:
City of Clewiston
City Clerk
115 W. Ventura Ave.
Clewiston, FL 33440

BY COURIER:
City of Clewiston
City Clerk
115 W. Ventura Ave.
Clewiston, FL 33440

BID NO. 2020-03
BID DESCRIPTION Portable Generator Purchase Contract
BID DATE March 11, 2020 @ 2:00 p.m.

4. WITHDRAWING THE BID PROPOSAL

Any bidder may withdraw his or her proposal without prejudice not later than the day and hour set in the Invitation to Bid, by delivering written notice to the City Clerk, who shall return the proposal unopened upon receipt of the written statement.

5. MODIFYING THE BID PROPOSAL

Any bidder may modify his or her previously submitted proposal, so long as the written, signed modification is submitted to the City Clerk before the time and at the place specified in the Invitation to Bid.

6. QUALIFICATIONS OF BIDDER

This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the items specified. All bidders shall complete the enclosed questionnaire and submit same along with the bid proposal.

7. EXPENDITURES

City estimates an expenditure of $220,000 under the terms of this Contract. This is only an estimate and shall not be considered a guaranteed Contract amount.

8. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

9. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document.

10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.133 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

11. LOCAL PREFERENCE

Section 2-85. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) Local business means the vendor has its headquarters located in the city; or the vendor has a permanent place of business located in the city where it will produce the goods or perform the services to be purchased; or owners of 25 percent or more of the business live in, have a permanent residence in, and pay real estate taxes in the city.

(2) Personal property includes, but is not limited to, supplies, equipment, materials and printed matter.

(3) Professional services includes any services where the city is obtaining advice, instruction, or specialized work from an individual, firm, or corporation specifically qualified in a particular area.

B. Certification.

Vendors shall affirm their status as a local business on a form provided by the city at the time of submitting their bid or proposal. The City Manager shall determine if a person or entity meets the definition of a "local business." A vendor who misrepresents its status as a local business will be barred from providing goods or services for the city for a period of one year.

C. Local preference in purchases by means of formal competitive bid.
In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

1. Amount—Services and public equipment property. Except where federal or state law mandates to the contrary, in the purchase of property, general services, or professional services by means of a competitive process, when a qualified and responsive nonlocal business submits the lowest bid, and the bid submitted by one or more qualified and responsive nonlocal business is within ten percent of the bid submitted by the lowest bidder, then the lowest local bidder shall have the opportunity to match the bid made by the lowest qualified and responsive bidder. Should the lowest local business who submitted a bid within ten percent of the lowest bid decline to match the lowest bidder's bid, then, if there were other qualified and responsive local businesses whose bids were within ten percent of the lowest bid, those local businesses, in the order of lowest to highest,

shall have the opportunity to match the lowest bid. If a local business matches the lowest bid within ten percent, it will be awarded the job if its bid otherwise satisfies the bidding requirements. In any event, if the nonlocal business that was the lowest bidder certified that it has a drug-free workplace program, in accordance with F.S. § 287.087, in order for a local business to be eligible to match the lowest bidder's bid, it must also have certified that it has a drug-free workplace program.

2. Same—Public works. Except where federal or state law mandates to the contrary, in the purchase of, or contract for, the construction or renovation of public works or utilities improvements, by means of a competitive process, when a qualified and responsive nonlocal business submits the lowest bid, and the bid submitted by one or more qualified and responsive nonlocal businesses is within ten percent of the bid submitted by the lowest bidder, then the lowest local bidder shall have the opportunity to match the bid made by the lowest qualified and responsive bidder. Should the lowest local business who submitted a bid within ten percent of the lowest bid decline to match the lowest bidder's bid, then, if there were other qualified and responsive local businesses whose bids were within ten percent of the lowest bid, those local businesses, in the order of lowest to highest, shall have the opportunity to match the lowest bid. If a local business that is within ten percent matches the lowest bid, it will be awarded the job if its bid otherwise satisfies the bidding requirements. In any event, if the nonlocal business that was the lowest bidder certified that it has a drug-free workplace program, in accordance with F.S. § 287.087, in order for a local business to be eligible to match the lowest bidder's bid, it must also have certified that it has a drug-free workplace program.
3. Same—Point totals. Except where federal or state law mandates the contrary, in the purchase of personal property, general services, or professional services by means of a letter of interest and competitive selection and negotiation in which objective factors used to evaluate the letters or interest or other submittals received from vendors are assigned point totals, a preference in the amount of ten percentage points of the total points that may be awarded may be given to a local business.
4. Other preferences. The city commission may always compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids, proposals or quotes for purchase orders.

D. Waiver of local preference. The city commission may waive the provisions of this article to a particular procurement.

E. All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

12. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: l. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or 2. Is engaged in business operations in Cuba or Syria." Section 215.473 of the Florida Statutes defines a company to mean "a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation or renewing a contract, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of any amount, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis,

permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

13. PUBLIC RECORDS COMPLIANCE

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules)

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

E. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.

F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the

completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF CLEWISTON CLERK'S OFFICE CUSTODIAN OF PUBLIC RECORDS AT (863) 983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV OR 115 W. VENTURA AVE., CLEWISTON, FL 33440.**

CITY OF CLEWISTON, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum
A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening
The time and place for the opening of Bids, as described in the Invitation to Bid.

C. Change Order
A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

D. City ("Owner")
City of Clewiston, 115 Ventura Ave, Clewiston, Florida 33440.

E. Commencement Date
The date on which the Contractor may start the Work, as described in the Notice to Proceed.

F. Completion Date
The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract
The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents
All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Form of Agreement, Affidavit, AURSI Electronic Bid Schedule, and Change Orders.

I. Contractor
The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

J. Drawings

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

K. Extra Work

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Notice to Proceed

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

M. Site

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

N. Specifications

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

O. Subcontractor

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

P. Surety

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

Q. Time of Completion

The total number of calendar days from and including Commencement Date through the Completion Date.

R. Work

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

FORM OF AGREEMENT

CITY OF CLEWISTON, FLORIDA

PORTABLE GENERATOR PURCHASE CONTRACT

This Annual Supply Contract, hereinafter "Contract", is executed by and between the City of Clewiston, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 115 W. Ventura Avenue, Clewiston, Florida 33440 (hereinafter "City"); and

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

CITY, STATE, ZIP: _____

(hereinafter "Contractor".) The parties hereto agree to the following terms and conditions:

1. CONTRACT DOCUMENTS

The following documents are attached hereto and made a part of this Contract:

Invitation to Bid, Addendum as required, Bidding Information & Instructions, AURSI Electronic Bid Schedule, Bid Proposal, Sworn Statement, Drug Free Workplace compliance Form, Questionnaire, as listed in Table of Contents.

2. TERM

The term of this Contract shall begin on the date of the last signature by the City of Clewiston and end upon acceptance of the equipment by the Clewiston Utilities Director. **TIME IS OF THE ESSENCE. Delivery and acceptance shall be complete on or before May 15, 2020.**

3. THE PROJECT

Contractor shall supply to City the specified equipment, via purchase release, for the prices as described in Contractor's price list, attached hereto in the AURSI Electronic Bid Schedule, and under such other terms and conditions as may be contained herein.

4. PROTECTION OF PROPERTY

Contractor shall at all times, guard from damage or loss to property of City, general public, or other vendors or Contracts and shall replace or repair any loss or damage unless such is caused by City, other vendors or Contractors. City shall withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of Contractor or his agents.

5. PURCHASE RELEASES

City shall order, via purchase orders referencing the contract number, any and all quantities of materials which the City may require during this Contract. Such purchase orders shall include the stock number and quantity of such materials, the applicable price in accordance with the AURSI Electronic Bid Schedule, and such other terms as may be necessary, including the time fixed for performance and place of delivery. Insofar as the terms and conditions herein provide City alternative choices with respect to packaging or delivery terms, City shall include in the purchase order referred to above, the appropriate direction for Contractor to follow.

6. CONTRACTOR'S WARRANTIES

A. Product

Contractor shall not limit or exclude any implied warranties. Any attempt by Contractor to do so shall render this Contract voidable at the option of City. Contractor warrants that the goods furnished will conform to the Technical Specifications included herein, and to the sample(s) furnished by Contractor, if any.

B. Safety Warranty

Contractor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

7. PACKAGING OF GOODS

Contractor shall so package goods as to secure the lowest transportation costs and conform with any applicable specifications herein, in addition to good commercial practice. Contractor shall ensure that each shipping container is clearly and permanently marked with the following: (a) Contractor's name and address; (b) City's name, address and purchase order; (c) Container number and total number of containers (e.g., "box 1 of 4 boxes"); and (d) the number of the container bearing the packing slip. City shall have the right to determine count and weight of goods shipped in the absence of a packing slip. Contractor shall bear all packaging costs unless otherwise provided.

8. DELIVERY TERMS

F.O.B. shall be destination, freight prepaid and allowed, as further described herein.

9. DEFECTIVE TENDER

Contractor's attempt to tender the goods in a manner, which does not fully conform to this Contract shall constitute a breach of this Contract. In such instance Contractor shall have no right to substitute a conforming tender, unless at the time of breach Contractor's time for performance has not yet expired. In such instance, Contractor may cure by making a conforming tender so long as Contractor first provides City reasonable notice of Contractor's intention to cure.

10. INVOICES & PAYMENT

A. After delivery of all items in conformity with each purchase order, Contractor shall submit an invoice, in duplicate, for such purchase order. Each invoice shall contain the following:

1) purchase order number,
2) name of the receiving department,
3) name of person ordering materials,
4) location to which shipped,
5) quantity received,
6) description of the Contract item(s),
7) Contract item unit price,
8) price extension,
9) total invoice price,
10) payment terms,
11) invoice number,
12) invoice date, and
13) remittance address.

Any invoice submitted without this information will be returned to Contractor without payment.

No invoice shall include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.

Mail to: Accounting Division
City of Clewiston
115 W. Ventura Ave.
Clewiston, Florida 33440

B. City shall pay for all items included in any invoice received, except insofar as the goods shipped or Contractor's delivery thereof fail to conform to this Contract.

C. **This is an FDEP grant reimbursement project**. City's obligation is payable only and solely from funds available for the purpose of any purchase made. Lack of funds shall render this Contract null and void. To the extent funds are not available, City shall return any delivered but unpaid for goods to Contractor.

D. In General. The Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City. The City will make payment(s) to the Contractor for the Work in accordance with the applicable provisions of Article VII, Chapter 218, Florida Statutes, "The Local Government Prompt Payment Act" ("Prompt Payment Act"). Invoices and other required documentation shall be submitted to the address provided in the Contract form, or if not provided on said Contract form, by the ordering City department.

Each invoice shall include, at a minimum, the Contractor's name, contact information and reference to the Contract, purchase order, or other City reference.

The City may dispute any payments invoiced or requested by the Contractor in accordance with the applicable provisions of the Prompt Payment Act and any such disputes shall be resolved in accordance with said provisions in conjunction with the City's general appeal process provided in section 2-83, et seq. of the City of Clewiston Code of Ordinances.

11. TITLE & RISK OF LOSS

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

12. CANCELLATION

City shall have the right to cancel this Contract in its entirety, or all or any part of the undelivered portion of any purchase release, if Contractor breaches any of the terms hereof, including Contractor's warranties, or if Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and in lieu of any other remedies which City may have in law or equity.

13. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance

of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

14. GRATUITIES

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event, this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

15. FORCE MAJEURE

Except as otherwise expressly provided herein, City and Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

16. SUBCONTRACTORS

Contractor shall not sublet the whole or any part of the Contract without the prior written consent and approval of the City.

17. MODIFICATIONS

This Contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

18. INTERPRETATION - PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive embodiment of the terms of their agreement. Neither prior course of prior dealings between the parties nor usage of the trade shall be used to supplement or explain any term used herein.

19. APPLICABLE LAW

This Contract shall be governed by the Uniform Commercial Code. Any term used in this Contract and defined in the Uniform Commercial Code shall have the meaning contained in the Code. As used herein, the term "Uniform Commercial Code" means the Uniform Commercial Code as adopted in the State of Florida as of the date of this Contract.

20. RIGHT OF ASSURANCE

When a party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform.

In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

21. ASSIGNMENT

Restrictions Against Transfer
Neither Party shall sell, assign, transfer, or otherwise alienate or dispose of this Agreement or the privileges hereby granted, without the prior written consent of the other party, which consent shall not be unreasonably disposed of, withheld or delayed. Notwithstanding the foregoing, this Agreement may not be sold, transferred or otherwise disposed of or assigned by Contractor without the approval or prior consent of City to any parent, successor, subsidiary or affiliated company of Contractor.

22. WAIVER

The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute the waiver of a breach of any Provision hereof or continuing waiver of any subsequent breach of the same or any other Provision, nor shall any custom or practice which may arise between City and Contractor in the administration of any part of the Provisions hereof be construed to waive or lessen the right of City to insist upon the performance by the Contractor in strict accordance with the Provisions hereof.

23. SEVERABILITY

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed

that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the Parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

24. CHOICE OF LAW; VENUE

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Hendry County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Hendry County, Florida. The Parties consent and submit to the jurisdiction of any such court in Hendry County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

25. ATTORNEYS' FEES

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

26. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and supersedes all prior Agreements or representations, whether written or oral, with respect to the subject matter hereof. There are no representations, warranties, Agreements, or understandings, written or oral, between the Parties relating to the subject matter hereof which are not fully expressed herein. No provisions of this Agreement may be changed or amended except by written Agreement signed by both parties.

All exhibits which may be amended from time to time, and any addenda, attachments, and schedules which, from time to time may be referred to in any duly executed amendment to this Agreement, are by such reference incorporated in this Agreement and shall be deemed a part hereof.

27. ARTICLE HEADINGS FOR CONVENIENCE ONLY / CONSTRUCTION OF THIS AGREEMENT

A. The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof and shall have no effect on the construction or interpretation of this Contract.

B. Each Party and its counsel have reviewed this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting

party shall not be employed in the construction and interpretation hereof. Instead, the Parties intend that a reasonable interpretation shall be employed in construing this Agreement.

C. This Agreement may be executed in more than one (1) counterpart, in which case each counterpart shall constitute an original of this Agreement.

D. Whenever used herein, the singular shall include the plural, the plural shall include the singular; and pronouns shall be read as masculine, feminine, or neuter as the context requires.

28. BINDING AGREEMENT

(i) This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, personal representatives and permitted assignees.

29. INDEMNITY, HOLD HARMLESS

A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgements, liabilities, losses, penalties, and remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the work set forth in the Contract Documents.

B. The indemnification and hold harmless provisions, set forth shall be binding upon the successors, assigns, and sub-licenses of Contractor.

30. FAMILIARITY WITH LAWS

Contractor is assumed to be familiar with and shall comply with all Federal, State and Local laws, ordinances, rules, codes, and regulations that may affect the work. Ignorance on the part of Contractor will in no way relieve him from the responsibility of compliance therein. All work and materials shall comply with those laws.

31. SHOP DRAWINGS

Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by City. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by City.

32. INSPECTION AND ACCEPTANCE OF THE WORK

City will inspect the quality of the work upon delivery. City shall have the authority, in its sole discretion, to disapprove or reject any materials delivered which appear to be defective. Such items shall be returned to Contractor's shop by Contractor or at Contractor's expense and replaced or repaired in a manner satisfactory to City. Until defective work is satisfactorily corrected, City will assign a value to the work and retain that from any payments that may be due Contractor.

Any damage to the product during delivery or unloading, shall be repaired by the Contractor at the delivery site or at the Contractor's shop as directed by the City. In lieu of repair or replacement work, an agreed amount may be reduced from payments due the Contractor as approved by the City.

33. NOTICE

A. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

1) in writing;

2) delivered (to the addresses listed below, or such other address as the Parties may provide to each other in writing) by one of the following means:
   (a) by hand;
   (b) by overnight mail service (such as Federal Express); or
   (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To Company:

_____

_____

_____

_____

Telephone: _____
Facsimile: _____

To City:	**With a copy to:**
City of Clewiston, Florida Attn: Danny Williams, Director Utilities Department 141 Central Avenue Clewiston, FL 33440 Telephone: (863) 983-1454	City of Clewiston, Florida Attn: Kathy Combass City Clerk 115 W. Ventura Avenue Clewiston, FL 33440 Telephone: (863) 983-1484

34. CITY / CONTRACTOR RELATIONSHIP

The parties expressly recognize that the relationship between City and Contractor is that of independent Contractors, and that neither Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of City.

35. CONFLICT

In resolving any conflict among or ambiguity in the Contract documents, the Technical Specifications shall take precedence over all other Contract provisions.

TITLE: PORTABLE GENERATOR PURCHASE CONTRACT

WITNESSED BY:

Sign:_____
Print: _____

Sign: _____
Print: _____

(NAME OF COMPANY)

Sign:_____
Print: _____
Title: _____

Sign:_____
Print: _____
Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by _____ as _____, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.:_____
My Commission Expires:_____

TITLE: PORTABLE GENERATOR PURCHASE CONTRACT

ATTEST:

Sign:_____
Kathy Combass
City Clerk

CITY OF CLEWISTON:

By: _____
Mali Gardner
Mayor

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mali Gardner, Mayor of the City of Clewiston, and attested by Kathy Combass, as City Clerk of the City of Clewiston, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.:_____
My Commission Expires:_____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that: (Name/s)

1. They are _____ of _____ the Bidder that
   (Title) (Name of Company)
   has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract;
   and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

_____
Notary Public

Commission No. _____

CITY OF CLEWISTON

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Clewiston or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Clewiston or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Clewiston or other local, state or federal government agency may determine to be appropriate, including, but not limited to:

   a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b) cancellation, termination or suspension of the contract, in whole or in part.

5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Clewiston or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Clewiston to enter into such litigation to protect the interests of the City of Clewiston.

Handwritten Signature of Authorized Principal(s):

NAME(print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Handwritten Signature of Authorized Principal(s):

NAME(print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

CITY OF CLEWISTON, FLORIDA

BID PROPOSAL

BID NO. 2020-03 PORTABLE GENERATOR PURCHASE CONTRACT

TO: The City Manager
City of Clewiston
115 W. Ventura Blvd.
Clewiston, Florida 33440

To Whom it May Concern:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the conditions that may in any manner affect the materials required.

The undersigned agrees to:

1. Furnish all materials called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents and to the standard of quality and performance established by the City, for the unit prices stated in the spaces herein provided, for each of the items or combination of items stipulated. It is further understood that payment will be in accordance with actual quantities delivered as more specifically defined in the Contract Documents.

2. Within ten (10) days from the date of acceptance of this proposal to execute the Contract.

3. To begin deliveries as specified in each purchase release, in accordance with the Contract Documents, in the time and to the places identified, and to complete deliveries not later than the number of days specified by the purchase release.

Dated this _____day _____, 2020.

Respectfully submitted,

Firm Name:_____

Address: _____

City & State:_____

Telephone:_____ Fax:_____ E-Mail: _____

Name, Typed or Printed:_____Signature:_____

Title:_____

CITY OF CLEWISTON

VARIANCES

State any variances to the specifications, terms, and conditions, in the space provided below or reference in the space provided below all variances contained on any of the pages of the Request for Bid, attachments or bid pages. If no statement is contained in the below space, it shall be implied by the bidder that your bid complies with the full and complete scope of the original bid request.

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

_____

2. What is the last project of this nature that you have completed?

_____

3. Have you ever failed to complete work awarded to you: if so, where and why?

_____

4. Name three individuals or corporations for which you have performed work of this size and nature to which you refer:

_____ Phone_____ Email_____

_____ Phone_____ Email_____

_____ Phone_____ Email_____

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

_____

6. Will you sublet any part of this work? If so, give details:

_____

_____

7. What equipment do you own that is available for the work?

_____

_____

8. What equipment will you purchase for the proposed work?

_____

_____

9. What equipment will you rent for the proposed work?

_____

_____

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

_____

(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

_____

b. The address and phone number of principal place of business is:

_____

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

_____

_____

_____

(Bidder)

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF _____

I, the undersigned, hereby affirm that _____ qualities as a local business pursuant to Section 2-85 – Local Vendor Preference of the City of Clewiston Code of Ordinances which reads as follows:

Sec. 2-85. - Local vendor preference.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

> *General services* means support services performed by an independent contractor requiring specialized knowledge, experience, or expertise that includes, but is not limited to, pest control, janitorial, laundry, catering, security, lawn maintenance, and maintenance of equipment.
> *Local business* means the vendor has its headquarters located in the city; or the vendor has a permanent place of business located in the city where it will produce the goods or perform the services to be purchased; or owners of 25 percent or more of the business live in, have a permanent residence in, and pay real estate taxes in the city. Vendors shall affirm their status as a local business on a form provided by the city at the time of submitting their bid or proposal. A vendor who misrepresents its status as a local business will be barred from providing goods or services for the city for a period of one year.
> *Personal property* includes, but is not limited to, supplies, equipment, materials and printed matter.
> *Professional services* includes any services where the city is obtaining advice, instruction, or specialized work from an individual, firm, or corporation specifically qualified in a particular area.

(b) Amount—Services and public equipment property. Except where federal or state law mandates to the contrary, in the purchase of property, general services, or professional services by means of a competitive process, when a qualified and responsive nonlocal business submits the lowest bid, and the bid submitted by one or more qualified and responsive nonlocal business is within ten percent of the bid submitted by the lowest bidder, then the lowest local bidder shall have the opportunity to match the bid made by the lowest qualified and responsive bidder. Should the lowest local business who submitted a bid within ten percent of the lowest bid decline to match the lowest bidder's bid, then, if there were other qualified and responsive local businesses whose bids were within ten percent of the lowest bid, those local businesses, in the order of lowest to highest, shall have the opportunity to match the lowest bid. If a local business matches the lowest bid within ten percent, it will be awarded the job if its bid otherwise satisfies the bidding requirements. In any event, if the nonlocal business that was the lowest bidder certified that it has a drug-free workplace program, in accordance with F.S. § 287.087, in order for a local business to be eligible to match the lowest bidder's bid, it must also have certified that it has a drug-free workplace program.

(c) Same—Public works. Except where federal or state law mandates to the contrary, in the purchase of, or contract for, the construction or renovation of public works or utilities improvements, by means of a competitive process, when a qualified and responsive nonlocal business submits the lowest bid, and the bid submitted by one or more qualified and responsive nonlocal businesses is within ten percent of the bid

submitted by the lowest bidder, then the lowest local bidder shall have the opportunity to match the bid made by the lowest qualified and responsive bidder. Should the lowest local business who submitted a bid within ten percent of the lowest bid decline to match the lowest bidder's bid, then, if there were other qualified and responsive local businesses whose bids were within ten percent of the lowest bid, those local businesses, in the order of lowest to highest, shall have the opportunity to match the lowest bid. If a local business that is within ten percent matches the lowest bid, it will be awarded the job if its bid otherwise satisfies the bidding requirements. In any event, if the nonlocal business that was the lowest bidder certified that it has a drug-free workplace program, in accordance with F.S. § 287.087, in order for a local business to be eligible to match the lowest bidder's bid, it must also have certified that it has a drug-free workplace program.

(d) Same—Point totals. Except where federal or state law mandates the contrary, in the purchase of personal property, general services, or professional services by means of a letter of interest and competitive selection and negotiation in which objective factors used to evaluate the letters or interest or other submittals received from vendors are assigned point totals, a preference in the amount of ten percentage points of the total points that may be awarded may be given to a local business.

(e) Other preferences. The city commission may always compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids, proposals or quotes for purchase orders. The city commission may waive the provisions of this article to a particular procurement.

_____
(Printed name of business)

By: _____
(Signature and title)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by _____ as _____, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.:_____
My Commission Expires:_____

SCRUTINIZED COMPANY LIST

STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services for any amount, that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

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 Muros, 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

2/19/2020

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 that 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 Muros

Katrina Elsken Muros

Sworn to and subscribed before me this 19th day of February 2020 AD

Notary Public, State of Florida at Large

Angie Bridges

ANGIE BRIDGES
MY COMMISSION # FF 978149
EXPIRES: April 20, 2020
Bonded Thru Notary Public Underwriters

CITY OF CLEWISTON, FLORIDA

INVITATION TO BID
BID NO. 2020-03

Sealed bids will be received by the City Clerk, 115 W. Ventura Ave., Clewiston, Florida, 33440, until 2:00 p.m., Thursday, March 11, 2020, and subsequently opened via the AURSI (Advanced Utility Resources and Supply, Inc.) website for the following:

PORTABLE GENERATOR PURCHASE CONTRACT

Bid Documents may be obtained from AURSI.com, at http://www.AURSI.com, Telephone No. (352) 406-0446. All inquiries shall be directed to the office of the City Clerk at (863) 983-1484. If you are not a member of AURSI.com, please contact John Tingue at (352) 406-0446 and reference RFQ 1-1/29/2020-UM, and you will be given access to submit a bid with no associated costs.

All associated required bid forms on pages 25 through 36 must be sealed and plainly marked **"PORTABLE GENERATOR PURCHASE CONTRACT, BID NO. 2020-03"** on the outside of the envelope and addressed as follows:

By Mail:
City of Clewiston
City Clerk
115 W. Ventura Avenue
Clewiston, FL 33440

By Courier:
City of Clewiston
City Clerk
115 W. Ventura Avenue
Clewiston, FL 33440

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Clewiston must provide a copy of their business occupational license at the time of award.

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause and/or to accept the bid that, in its judgment, will serve the best interest of the City of Clewiston, Florida.

Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any bid or bid related documents, the provisions of Chapter 2, Article III, Section 2-79 of the Clewiston Code concerning Purchasing Methods and this Invitation to Bid shall control in this order.

Issued at Clewiston, Florida this 19th day of February, 2020.

CITY OF CLEWISTON, FLORIDA
RANDY MARTIN
CITY MANAGER

393542 LO 2/19/2020

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 7
Commission Meeting Date: March 16, 2020

Subject: Discussion regarding Application for Text Amendment by Rivera's Transmission and Auto Repair

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1. **Background/History**: Rivera's Transmission and Auto Repair submitted an Application for Text Amendment to *Division 13. – CPID Commerce Park Industrial District, Section 110-495. – Permitted uses* of the Clewiston Code of Ordinances to allow repair and maintenance of automotive, agricultural and marine equipment with restrictions.

   The Planning and Zoning Board discussed this request at the Planning and Zoning Board Meeting on March 9, 2020 and recommended approval of the request. The vote was 4 ayes, 0 nays. Board Member Jerry Cochrane was absent.

2. **Financial Impact**: None

3. **Attachments:**
   - **a.** Application for Text Amendment
   - **b.** Community Development Department Staff Summary Report
   - **c.** Division 13. – CPID Commerce Park Industrial District, Clewiston Code of Ordinances

4. **Actions/Options/Recommendations:** Commission Discretion. To effect further consideration of the request, the Commission would need to direct preparation of a text amendment for consideration at a meeting following a public hearing on the amendment.

City Of Clewiston

121Central Avenue Clewiston, Florida 33440 • Phone: 863-983-1500 • Fax: 863-983-1430
www.clewiston-fl.gov

APPLICATION FOR TEXT AMENDMENT

Application Fee $1,500.00 (non-refundable)

THIS APPLICATION MUST HAVE ALL INFORMATION FIELDS COMPLETED. RETURN IT TO THE COMMUNITY DEVELOPMENT DEPARTMENT AT 121 CENTRAL AVENUE. IT IS IMPORTANT THAT THE APPLICANT OR A REPRESENTATIVE BE PRESENT AT EACH REQUIRED PUBLIC MEETING TO ANSWER ANY BOARD QUESTIONS REGARDING YOUR REQUEST. YOU WILL BE NOTIFIED OF MEETING DATES.

Applicant(s) Name: Rivera's Transmission and Auto Repair

Address: 343 E. Sugarland Hwy

City, State: Clewiston, FL 33440

Phone Number(s): 561-261-7099

Type of request: ☑ Text Amendment ☐ Other _____

Code Text Amendment Information

List Article and Section of Code regarding proposed Text Amendment.(example: Article II Prohibited Signs, Ch 100.01-100.45)

Ch. 110 Division 13 Sec. 110-495

Proposed Language (Attach additional sheet or supporting document if necessary.)

See attached

Justification

Please state the reason why the Code amendment has been requested. Include not only what benefits the Code amendment would have to applicant, but also indicate whether the proposed amendment is considered a change in circumstances, an error, an inconsistency, or an oversight and describe how it fits that category.

See attached

Signature of Owner or Agent Taine Rivera Date 02/18/20

Clewiston Code of Ordinances – Text Amendment Division 13. – CPID Commerce Park Industrial District

Add in Permitted Uses: [can we add under 110-495 (2) or needs its own 110-495 (3) ?]

Repair & Maintenance of automotive, agricultural, and marine equipment shall be allowed with the following restrictions:

- Equipment for repair shall be behind building line
- All repairs and maintenance activities will be carried on within the confines of the building. The storage of equipment to be repaired and completed repaired equipment shall be on a stabilized hard surfaced area, free of vegetation, visually screen from access streets and adjacent property with a completely opaque fence or wall (that is architecturally compatible to the building's finished materials) or landscaping as approved by the city. No storage shall be permitted between a frontage street and the building line.

Rivera's Transmission and Auto Repair, LLC

343 East Sugarland Highway

Clewiston, FL. 33440

561-261-7099

To: Clewiston City Commission,

I have hopes of expanding my business to the Clewiston Commerce Park (Lot 2.) This letter will set forth my general plan for the physical location along with pictures I will also supply. I will construct a 130' by 50' metal building centered in the property, surrounded by a privacy chain link fence. I will line the parking area with decorative shrubs and have a circular driveway in front of the building on a paved surface. I currently employ four workers and plan to expand with more employees as necessary. I currently perform all general auto repair as well as automatic transmission repair and hope to expand into body work which will necessitate the hiring of 4 additional employees. I will make and keep a clean, presentable facility.

I have over 20 years of experience in this business and have been in my current location, in Clewiston, for 6 years. My intention has always been to be a responsible partner to my community and I have built a new house in Clewiston that I hope my family will enjoy for many years to come. I look forward to continuing to do business here for the foreseeable future.

Signed,

City of Clewiston
121 Central Avenue
Clewiston, FL 33440

Phone: 863-983-1500 863-983-1484
Fax: 863-983-1430

Paid Receipt Summary

DATE	2/24/2020

ACCOUNT :

Rivera's Transmission and Auto Repair
343 E Sugarland Hwy
Clewiston FL 33440

Phone: 561 261 7099

Date	Reference Number	Invoice Number	FeeCat	Description	Status	Amount
2/25/2020		20000066	001-0034-341200	Zoning Text Amendmen	Paid	(-) 1500.00

Date	InvoiceNum	Status	Payment	Amount
2/25/2020	20000066	Original Due		1500.00
2/25/2020	20000066	Paid	Check 1485	(-) 1500.00

Total Paid 1,500.00

Staff Summary Report
Proposed Text Amendment: Rivera's Transmission and Auto Repair
March 9, 2020

Background Information

Pursuant to a request by Mr. Rivera, the proposed Clewiston Code of Ordinance language change is presented for review by the Planning and Zoning Board. Mr. Rivera wishes to buy a lot and build his business in the commerce park district; however, his business type is not listed as a permitted use; this change/addition of language in Division 13 would allow for his type of business in Commerce Park.

References reviewed and applied:

Mr. Rivera's Application for Text Amendment
City of Clewiston Code of Ordinances Division 13

Findings

The City of Clewiston finds and determines that it is in the City's best Planning and Zoning interests to review the application for text amendment.

Recommendations

Board discretion

Travis Reese
Community Development Department

DIVISION 13. - CPID COMMERCE PARK INDUSTRIAL DISTRICT

Sec. 110-493. - Purpose

(a) The purpose of the Commerce Park Industrial District (CPID) is to provide lands for business and industry which support the economic base of the city and contributes to its economic growth and self-sufficiency. The CPID uses shall include light industrial activities consisting of manufacturing and assembly processes, research and development, and similar uses which are of a nature not likely to be objectionable to neighboring properties. The CPID development standards provided herein are intended to result in new industry that is attractive in appearance for the benefit of the property, the city, and the owners and/or lessees of all lots within the CPID.

(b) The Clewiston Commerce Park (the "park") is hereby zoned CPID Commerce Park Industrial District. The zoning map of the city is hereby amended by changing the zoning district designation from industrial district (I) to Commerce Park Industrial District (CPID) on those parcels, known as the Clewiston Commerce Park, specifically described as:

Being a parcel of land lying within Section 16, Township 43 South, Range 34 East. Begin at the intersection of the westerly right-of-way line of Olympia Street as described in Official Records book 157, page 161, of the Public Records of Hendry County, Florida, with the northerly right-of-way line of Clewiston Drainage District Canal No. 5 Maintenance Easement as laid out and now in use, as described in Official Records book 221, page 172, of the Public Records of Hendry County, Florida; thence south 89° 26' 55" west along the northerly right-of-way line of said Canal No. 5 Maintenance Easement a distance of 1,244.61 feet to an intersection with the easterly right-of-way line of Lopez Street Canal, as described in Official Records book 108, page 181, of the Public Records of Hendry County, Florida; thence north 00° 32' 34" west along said easterly right-of-way line a distance of 1,180.82 feet to an intersection with the westerly extension of the southerly right-of-way line of Bahama Street, as shown on the General Plan of Clewiston, Florida, as described in plat book 2, pages 71 to 78, inclusive, of the Public Records of Hendry County, Florida; thence north 89° 26' 55" east along said southerly right-of-way line a distance of 1,244.76 feet to the westerly right-of-way line of said Olympia Street; thence south 00° 32' 09" east along the westerly right-of-way line of Olympia Street a distance of 1,180.82 feet to the point-of-beginning. (Containing 33.70 acres, more or less.) Parcel Identification Number: 3-34-43-16-A00-0011.0000 and Parcel Identification Number: 3-34-43-16-A00-0012.0000 (Split-out).

(c) The CPID designation and development standards contained herein shall apply to all lands within the park at the date of adoption of this division and to all future expansions of the park. The existing park is located in the southwest quadrant of the city bordered on the east by Olympia Street, on the west by the abandoned Clewiston Airport property, on the north by the South Central Florida Express Railroad, and on the south by vacant industrial lands. Phase I of the park contains 33.7 acres consisting of ten platted lots. At the date of adoption of this division, all lands of the park are vacant.

(Ord. No. 2012-01, § 1, 5-21-2012)

Sec. 110-494. - Land acquisition.

(a) *Determination.* The city commission may adjust sale or lease price for all city-owned parcels within the CPID. Pricing may be reviewed, and adjustments may be made, as market value fluctuates. Economic incentives may be employed to attract desirable businesses.

(b) *Economic goals.* The city will place a measure of control to prevent land speculation within the park and to ensure properties are used for bona fide projects that locate or retain jobs and provide for new capital investment which meets the purpose of the CPID and the economic development goals, objectives, and policies of the city comprehensive plan. Limitations on use, preference for certain uses over other uses, construction and appearance standards, capital investment, number and

quality of job created and the development standards contained herein are designed toward these ends.

(Ord. No. 2012-01, § 1, 5-21-2012; Ord. No. 2017-10, § 1, 6-19-2017)

Sec. 110-495. - Permitted uses.

Permitted uses within the CPID include and comply with the following:

(1) Light industrial and commercial operations, which produce:

a. Computer components;

b. Robotics;

c. Food processing and packaging (no animal process/meat packing);

d. Apparel-related products;

e. Finished wood products;

f. Furniture and fixtures;

g. Assembled paper products;

h. Formulation and packaging of drugs, cosmetics, soap;

i. Fabricated metal products;

j. Manufactured machinery;

k. Electrical equipment and components;

l. Optics;

m. Aerospace composites;

n. Integrated circuits;

o. Ceramics and glass products;

p. Consumer electronics;

q. Image recognition;

r. Medical devices, dental equipment and supplies; and

s. Restaurant, hotel and store supplies, fixtures and equipment.

(2) The following services and trade establishments, provided that they only provide limited retail services on the same premises, unless specifically allowed by special exception of the city commission.

a. Bookbinding;

b. Bakery;

c. Blending of liquor;

d. Cheese making;

e. Carpet and rug cleaning;

f. Diaper service;

g. Drapery and window blind fabrication and service;

h. Glass and mirror shop;

i. Linen supply;

j. Magazine wholesale agency;

k. Pattern making;

l. Printing, publishing, lithography, and engraving;

m. Communication-information/data processing;

n. Telecommunication;

o. Exterminating;

p. Janitorial;

q. Plumbing, mechanical, or electrical shop;

r. Shipping and parcel services;

s. Manufacture of powder blends; and

t. Call service centers.

(Ord. No. 2012-01, § 1, 5-21-2012; Ord. No. 2017-10, § 1, 6-19-2017)

Secs. 110-496, 110-497. - Reserved.

Editor's note— Ord. No. 2017-10, § 1, adopted June 19, 2017, repealed §§ 110-496 and 110-497, which pertained to prohibited uses and nuisances, respectively, and derived from Ord. No. 2012-01, § 1, adopted May 21, 2012.

Sec. 110-498. - Development standards.

(a) *Lot size.* No lot shall be less than 75 feet in width and not less than 20,000 square feet in area.

(b) *Height.* No building shall exceed 70 feet in height without alternative fire safety provisions made by the company and specifically allowed by special exception of the city commission. Smoke stacks, radio antennas, chimneys, and similar structures are excluded from this restriction.

(c) *Setbacks.*

(1) *Street side.* All parcels shall have a minimum front yard setback of 20 feet. Front yard setbacks shall be measured from the property line.

(2) *Interior side yard.* The minimum interior side yard shall be 15 feet, except that the interior side yard setback may be reduced to zero on one side of the lot provided that:

a. The wall constructed at the zero setback shall be of maintenance-free masonry material.

b. The opposite side yard is increased to 30 feet. In the event that two contiguous property owners desire to construct buildings using zero side yard setbacks, utilizing a common driveway for ingress and egress to the rear of both properties, said opposite side yard may be reduced to 15 feet provided easements are obtained and recorded ensuring a 30-foot minimum separation between the two buildings for ingress and egress to the rear of the property. This 30-foot access way shall be maintained free of obstructions skyward and with no openings that would facilitate any loading or unloading, in any portion of the buildings which fronts on the easement.

(3) *Rear yard.* There shall be a minimum rear yard setback of ten feet.

(d) *Off-street parking.* Two parking spaces for each three employees, but in no event less than two spaces for each 1,000 square feet of gross floor area. Parking on any public street within the CPID is strictly prohibited.

(e) *Landscaping.* Landscaping shall be as set forth in article IV of chapter 102.

(f) *Signage.* Sign standards shall be as set forth in chapter 100.

(g) *Fences and walls.* All fences and walls shall be constructed of concrete, masonry, or metal. Metal fences shall be of the open-weave, chainlink type. Fences and walls shall not exceed ten feet in height. Fences and walls shall not be located within any setback area on a street with the exception that a double frontage plot shall be permitted to contain fences and walls in the rear or secondary required setback area when provided with a 25-foot planting area adjacent to the street landscaped in conformance with this division.

(h) *Lighting.* Adequate lighting shall be provided for all automobile parking areas, truck loading and unloading areas, and all pedestrian and vehicle access points. Lighting design should conform with IESNA RP-33-99 recommended practices, Lighting for exterior environments.

(i) *Loading areas.* Loading and unloading areas will be designed to permit the pickup and delivery of materials without impeding the public right-of-way.

(j) *Outdoor storage areas.* All industrial and manufacturing activities of a business will be carried on within the confines of the building. The storage of materials and finished product outside of a building is permitting, so long as it does not constitute a nuisance or interfere with adjoining owners' reasonable use of their land. All outdoor storage shall be on a stabilized hard surfaced area, free of vegetation, visually screened from access streets, residential neighborhoods, and adjacent property with a complete opaque fence or wall (that is architecturally compatible to the building's finished materials) or landscaping as approved by the city. This requirement does not prohibit parking of company owned and operated motor vehicles and equipment. No storage shall be permitted between a frontage street and the building line. No waste materials, manufacturing process by-product, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas beyond the time reasonably required to arrange removal. The use of Conex boxes and tractor-trailers that are well-maintained, painted, and show no rust are permitted. Other trucks or vehicles for storage is prohibited.

(k) *Improvement standards.* All developed property shall be landscaped, improved, and maintained in full conformity with all applicable requirements of the city land development code, and other state and federal standards.

(1) *Buildings.* All exterior walls, façades, and claddings fronting on any street shall be aesthetically pleasing, and if concrete block, shall be given a veneer of either stucco, plaster, ceramic, or similar covering approved by the city. Metal buildings with façades or claddings constructed of ceramic, masonry, concrete, stucco, or similar material may be allowed with the approval of the technical review committee, provided the façade or cladding is a minimum of four feet in height from the ground and covers all exterior walls of the building, except the rear wall. All buildings and structures shall be kept properly; and protected from deterioration and shall not be permitted to become dilapidated. No building or structure, or part thereof, shall be erected, in whole or in part, that is obnoxious, objectionable, a nuisance, or a hazard to adjoining properties, as they relate to sound, vibrations, odors, glare, radioactive materials, smoke and particulate matters. This determination will be made by the technical review committee.

(2) *Stormwater.* Each site shall be designed to accommodate a minimum of one-half inch of dry pretreatment to be detained on site prior to discharge into the master surface water management system.

(3) *Access areas.* All driveways, walkways, parking areas, storage, and loading areas of developed property shall be well-graded and surfaced with asphalt concrete, concrete, or other materials approved by the city. It is intended that driveways on boundary streets be minimized. Spacing on boundary streets shall be at least 75 feet apart (center spacing), at least 100 feet

from any street intersection, and a maximum of 24 feet in width. Joint driveways may be developed to serve abutting parcels and are favorably encouraged.

(4) *Property maintenance.* Building, landscaping, and other improvements shall be continuously maintained yielding a well-kept appearance, especially along the perimeters of the property. The city shall from time to time inspect site and landscape maintenance, and if not satisfied with the level of maintenance on a site, shall notify the owner in writing. If, within 15 days from notification, maintenance has not been brought to acceptable standards in conformance with the following maintenance standards, the city may open a case on the matter before the special magistrate of violations of the city's Code of Ordinances.

(5) *Waste.* All trash and garbage shall be placed in designated containers, or within the tenant's contained service area which shall be screened or properly landscaped. The size and number of containers shall be determined by the city. Yards and landscape areas will be kept free of trash, leaves, and dead landscaping materials. All tenants must use the city's designated disposal service.

(6) *Parking lots and sidewalks.* All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary. Broken wheel stops and/or curbing shall be replaced as required; and drainage inlets, storm sewers, and any surface drainage facilities shall be maintained in good repair and clear of debris so as to ensure their proper function. Each tenant, grantee, or lessee shall provide adequate off-street motor vehicle and trailer storage for the tenant's, grantee's, or lessee's needs, but, in any event, no less than that required by subsection (d) of this section.

(Ord. No. 2012-01, § 1, 5-21-2012; Ord. No. 2017-10, § 1, 6-19-2017)

Sec. 110-499. - Development review.

(a) *Pre application and conference.* The applicant shall file a pre-application with the city manager. The city will invite all of the necessary city representatives to provide review and input. The applicant shall provide a letter of intent and summary of the proposed CPID development one week prior to the pre-application conference. Upon determination by the city manager and community development director that the application meets the purpose of the CPID and the economic development goals, objectives and policies of the city comprehensive plan, the application will be forwarded to the technical review committee.

(1) A city development application for site plan review along with six sets of the site development plan shall be submitted to the planning department. The site development plan must include or reflect the following information:

a. Shall be drawn at a scale of not more than one inch equals 100 feet.

b. Vicinity sketch of adjacent properties.

c. Date site plan was prepared.

d. Name, address and professional seal of architect, landscape architect, engineer or professional surveyor who prepared the plan.

e. North arrow and legal description.

f. Property lines, dimensions, and building setback distances from roof overhang or foundations to edge of public street rights-of-way or property lines and all structures, lot lines within 100 feet of the site.

g. Existing and proposed topographic elevations at two-foot intervals on the site and to a distance of 50 feet outside the boundary lines of the site.

h. Direction of stormwater drainage and how stormwater runoff will be handled as well as a statement describing where stormwater will be ultimately discharged.

i. Location of existing and proposed buildings, their intended use, the length, width and height of each building, the square footage of each building and the specific types of material to be used in construction.

j. Location of abutting streets, rights-of-way, service drives, curb cuts, and access easements serving the site, as well as driveways opposite the site and driveways within 100 feet on either side of the site including all driveway widths and curb radius.

k. Location and size of all water and sanitary sewer lines and storm drainage lines, catchbasins, and location of storm retention/detention ponds with a maximum depth in excess of two feet are permitted in the rear yard only and must be adequately fenced and screened.

l. Location and type of all sidewalks, bike paths, and other walkways.

m. Location, type and size of any walls, fences or other screening provisions.

n. Location of all proposed landscape materials, including size and type of plantings.

o. Location, size and height of all proposed accessory structures, if prior approval is received, transformers, dumpsters or trash removal areas or devices, and method of screening and signs. Rooftop or outdoor equipment should also be indicated including proposed method of screening where appropriate.

p. Proposed parking areas and access drives showing number and size of spaces and aisles, loading areas, and handicapped access ramps. Also note method of surfacing such areas.

q. Exterior lighting showing area of illumination and type of fixture as well a method of shielding from adjacent properties and roadways.

r. Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials as well as any containment structures or clear zones required by this division or other state or federal agencies.

s. Architectural elevation drawing of the buildings including type and color of outer wall coverings and cross-section drawings of the site.

(2) A traffic impact statement on lots larger than two acres, unless this requirement is waived by the technical review committee (prepared by professional engineer or duly qualified transportation planner) that identifies the number of net new external trips, identifies pass-by calculations, internal capture calculations, identifies the a.m. and p.m. peak hour trips on all adjacent roadway links, and which identifies the level of service (LOS) on all adjacent roadway links with and without the project.

(3) A narrative explanation as to how the proposed development complies with the city's comprehensive plan and objective of the CPID.

(4) Any other information deemed appropriate by the city commission or staff.

(b) *Staff technical review.*

(1) The application shall be reviewed by the TRC for compliance with the submittal requirements. Upon a determination that sufficient information has been submitted to initiate the substantive review, a sufficiency letter shall be sent to the applicant by the city manager. If the determination is that the application does not include sufficient information, a letter shall be sent to the applicant identifying the deficiencies that need to be addressed. The staff shall conduct a sufficiency review of all additional information submitted in response to a sufficiency letter and either identify additional deficiencies, or provide the letter finding the application to be complete.

(2) Once the application is determined to be complete, the staff technical review committee shall conduct their substantive review. The application shall be reviewed for consistency with the CPID development standards, the comprehensive plan and this Code; written recommendations shall be provided to the applicant.

(c) *City commission action.* The city commission shall review the application in accordance with the requirements of articles II and III of this chapter and shall make findings of consistency with the comprehensive plan and this Code.

(Ord. No. 2012-01, § 1, 5-21-2012; Ord. No. 2017-10, § 1, 6-19-2017; Ord. No. 2018-06, § 1, 1-7-2019)

Sec. 110-500. - Required approvals.

Approval of the proposed CPID development shall require:

(1) Purchase or lease of the CPID property at agreed upon price. The city attorney will provide the sales or lease agreement and associated documents.

(2) Site plan approval and development authorization (preliminary and/or final) and the preparation of any associated development agreements.

(Ord. No. 2012-01, § 1, 5-21-2012; Ord. No. 2017-10, § 1, 6-19-2017)

Editor's note— Ord. No. 2017-10, § 1, adopted June 19, 2017, retitled the catchline of § 110-500 from "Effect of approval" to read as herein set out.

Secs. 110-501—110-523. - Reserved.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 8
Commission Meeting Date: March 16, 2020

Subject: Request to Schedule Attorney/Client Meeting

1. **Background/History**: City Attorney Gary Brandenburg requests the City Commission schedule an Attorney/Client Meeting during the next City Commission Meeting regarding the matter of City of Clewiston v. Johnson-Prewitt & Associates, Inc.

2. **Financial Impact**: None

3. **Attachments:**
   a. Memo dated March 11, 2020

4. **Actions/Options/Recommendations:** City Manager Randy Martin recommends a Special Commission Meeting be scheduled for March 23, 2020 at 4:00 p.m. for the Attorney/Client Meeting.

BRANDENBURG & ASSOCIATES, P.A.
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Stuart, Florida 34994
(561) 799-1414
www.BrandenburgPA.com

Gary M. Brandenburg Gary@BrandenburgPA.com
ATTORNEY AT LAW

TO: ***Mayor Gardner and Members of the City Commission***

FROM: ***Gary M. Brandenburg, Esq.***

DATE: ***March 11, 2020***

SUBJECT: ***Request for item to be placed on March 16, 2020 Agenda***
Scheduling of Attorney/Client Meeting During the Next City Commission meeting re:
City of Clewiston v. Johnson-Prewitt & Associates

Please schedule an Attorney / Client meeting during the next City Commission meeting. I will schedule a Court Reporter to attend, and coordinate advertising the meeting with the City Clerk.

In attendance at the meeting will be:
Mayor Mali Gardner
Vice Mayor Michael Atkinson
Commissioner Kristine Petersen
Commissioner Julio Rodriguez
Commissioner Melanie McGahee
Randy Martin, City Manager
Gary Brandenburg, City Attorney
Robert Shearman or Kyle Dudek, PRM attorney for City
Court Reporter

cc: Randy Martin

CITY OF CLEWISTON
COMMISSION MEETING
AS OF MARCH 16, 2020

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	**ACTION**	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	**ACTION**	Driveway Apron Ordinance Amendment – First Reading		04/20/2020		
3	1.27.20	**ACTION**	Royals Plaza Guardrail			X	
4	1.27.20	**ACTION**	Storm Shutters Ordinance Review	X	04/20/2020		
5	1.27.20	**ACTION**	Water Rate Study	X	04/20/2020		
6	1.27.20	**ACTION**	City Goals and Strategies Identified	X			3rd Workshop TBD
7	1.27.20	**ACTION**	Recreation Budget Analyzed (Parks, Fields, Interlocal Agreements, Golf Budget, Pool and Youth Center)	X	04/20/2020		TBD
8	2.17.20	**ACTION**	US 27 Corridor Ordinance Review	X			PZB and CRA review underway
9	2.17.20	**ACTION**	Vacant Building Ordinance Review	X			PZB and CRA review underway

CITY OF CLEWISTON
COMMISSION MEETING
AS OF MARCH 16, 2020

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	2.17.20	ACTION	First Responder Interlocal Agreement	X			County discussions underway

CITY OF CLEWISTON
MEMORANDUM

Date: February 12, 2020

To: Randy Martin, City Manager
From: Shari Howell, Finance Director
Subject: Budget Report and Balance Sheets for Period Ended February 29, 2020

Attached for your review, please find the following reports for the period ended February 29, 2020.

- Budget Report
- Balance Sheets for Governmental Funds
- Balance Sheets for Enterprise Funds

While these reports utilize the same formats included in our audited Annual Financial Report, the data represented is continually under reconciliation and subject to change.

In review of the budget report, you may note the budget deficit (amount of expenses over revenue) for both the State Library Grant and the Water Sewer Fund.

The deficit in the State Library Grant is due to the fact we have not received the anticipated annual grant funding yet, and the recording of any funding carried over from the previous fiscal year is in transit.

In regards to the Water Sewer Fund, this is due to the fact we have budgeted the use of reserves for a few projects, and we have not recorded the actual reserve funding for the expenses incurred to date on these projects.

Please let me know if you have any questions.

City of Clewiston, FL

Budget Report

Group Summary

For Fiscal: 2019 - 2020 Period Ending: 02/29/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 31 - Taxes						
	3,543,411.00	3,543,411.00	192,842.02	1,827,030.66	-1,716,380.34	51.56 %
Category: 31 - Taxes Total:	**3,543,411.00**	**3,543,411.00**	**192,842.02**	**1,827,030.66**	**-1,716,380.34**	**51.56 %**
Category: 32 - Licenses and Permits						
	108,166.00	108,166.00	7,370.11	32,697.51	-75,468.49	30.23 %
Category: 32 - Licenses and Permits Total:	**108,166.00**	**108,166.00**	**7,370.11**	**32,697.51**	**-75,468.49**	**30.23 %**
Category: 33 - Intergovernmental Revenue						
	1,530,986.00	1,696,895.00	63,977.86	414,571.07	-1,282,323.93	24.43 %
Category: 33 - Intergovernmental Revenue Total:	**1,530,986.00**	**1,696,895.00**	**63,977.86**	**414,571.07**	**-1,282,323.93**	**24.43 %**
Category: 34 - Charges for Services						
	1,350,477.00	1,350,477.00	130,139.35	586,028.86	-764,448.14	43.39 %
Category: 34 - Charges for Services Total:	**1,350,477.00**	**1,350,477.00**	**130,139.35**	**586,028.86**	**-764,448.14**	**43.39 %**
Category: 35 - Fines and Forfeitures						
	30,100.00	30,100.00	2,277.86	8,875.67	-21,224.33	29.49 %
Category: 35 - Fines and Forfeitures Total:	**30,100.00**	**30,100.00**	**2,277.86**	**8,875.67**	**-21,224.33**	**29.49 %**
Category: 36 - Misc. Revenue						
	92,525.00	98,013.00	3,419.99	26,286.21	-71,726.79	26.82 %
Category: 36 - Misc. Revenue Total:	**92,525.00**	**98,013.00**	**3,419.99**	**26,286.21**	**-71,726.79**	**26.82 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	128,454.00	128,454.00	0.00	127,231.73	-1,222.27	99.05 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**128,454.00**	**128,454.00**	**0.00**	**127,231.73**	**-1,222.27**	**99.05 %**
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,290,303.00	1,290,303.00	107,526.00	537,621.00	-752,682.00	41.67 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	**1,290,303.00**	**1,290,303.00**	**107,526.00**	**537,621.00**	**-752,682.00**	**41.67 %**
Category: 40 - CASH FORWARD						
	947,647.00	947,647.00	0.00	0.00	-947,647.00	0.00 %
Category: 40 - CASH FORWARD Total:	**947,647.00**	**947,647.00**	**0.00**	**0.00**	**-947,647.00**	**0.00 %**
Revenue Total:	**9,022,069.00**	**9,193,466.00**	**507,553.19**	**3,560,342.71**	**-5,633,123.29**	**38.73 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 10 - General government						
1011 - City Commission	246,749.00	246,749.00	18,054.14	110,462.22	136,286.78	44.77 %
1012 - City Manager	313,075.00	322,143.00	22,643.09	135,372.71	186,770.29	42.02 %
1020 - General Government	1,267,691.00	1,009,646.00	9,824.71	133,940.39	875,705.61	13.27 %
1031 - Finance Department	296,242.00	304,311.00	21,073.75	111,888.01	192,422.99	36.77 %
7070 - Public Works Administration	273,133.00	278,341.00	20,304.90	115,493.76	162,847.24	41.49 %
7071 - Central Garage	164,342.00	167,434.00	11,059.95	68,099.86	99,334.14	40.67 %
Category: 10 - General government Total:	**2,561,232.00**	**2,328,624.00**	**102,960.54**	**675,256.95**	**1,653,367.05**	**29.00 %**
Category: 52 - Public safety						
1075 - Protective Services	246,547.00	249,139.00	12,343.06	73,139.19	175,999.81	29.36 %
1079 - Community Improvement	131,863.00	134,110.00	10,572.12	52,819.52	81,290.48	39.39 %
4040 - Police Department	1,910,922.00	1,945,497.00	129,323.92	780,641.67	1,164,855.33	40.13 %
4043 - Bullet Proof Vest Program	0.00	0.00	0.00	965.42	-965.42	0.00 %
5050 - Fire Department	462,587.00	467,202.00	33,415.91	197,128.09	270,073.91	42.19 %
Category: 52 - Public safety Total:	**2,751,919.00**	**2,795,948.00**	**185,655.01**	**1,104,693.89**	**1,691,254.11**	**39.51 %**
Category: 54 - Transportation						
7073 - Streets & Sidewalks	638,303.00	706,393.00	27,227.43	157,782.96	548,610.04	22.34 %
7075 - Community Landscaping Improvements	0.00	0.00	22,598.94	22,598.94	-22,598.94	0.00 %
7078 - Street Lighting	90,300.00	110,510.00	3,216.34	31,868.73	78,641.27	28.84 %
Category: 54 - Transportation Total:	**728,603.00**	**816,903.00**	**53,042.71**	**212,250.63**	**604,652.37**	**25.98 %**
Category: 56 - Human Services						
4074 - Animal Control	153,622.00	154,025.00	8,033.98	47,583.46	106,441.54	30.89 %
7076 - Mosquito Control	342,183.00	342,183.00	9,938.98	88,095.11	254,087.89	25.75 %
Category: 56 - Human Services Total:	**495,805.00**	**496,208.00**	**17,972.96**	**135,678.57**	**360,529.43**	**27.34 %**
Category: 57 - Culture and recreation						
6060 - Library	312,923.00	319,272.00	19,218.35	132,041.31	187,230.69	41.36 %
6066 - I-HELP	0.00	0.00	90.00	735.00	-735.00	0.00 %
8080 - Rec. - Admin. & Parks	286,227.00	289,553.00	5,778.11	60,972.58	228,580.42	21.06 %
8081 - Rec. - Buildings & Structures	86,198.00	86,198.00	5,016.13	31,039.31	55,158.69	36.01 %
8082 - Sugarland Sports Complex	252,594.00	255,176.00	18,514.38	120,024.95	135,151.05	47.04 %
8083 - Recreation Programs	102,350.00	102,350.00	3,137.24	9,737.76	92,612.24	9.51 %
8084 - John Boy Auditorium	81,304.00	81,304.00	4,923.35	24,077.38	57,226.62	29.61 %
8086 - Rec. - Golf Course	823,858.00	835,215.00	36,950.62	258,884.53	576,330.47	31.00 %
Category: 57 - Culture and recreation Total:	**1,945,454.00**	**1,969,068.00**	**93,628.18**	**637,512.82**	**1,331,555.18**	**32.38 %**
Category: 90 - Debt service						
1011 - City Commission	3,312.00	3,312.00	266.47	799.39	2,512.61	24.14 %
1012 - City Manager	6,623.00	6,623.00	532.92	1,598.76	5,024.24	24.14 %
1078 - EDBG - Park of Commerce	82,443.00	82,443.00	0.00	16,247.04	66,195.96	19.71 %
4040 - Police Department	60,928.00	60,928.00	0.00	60,927.75	0.25	100.00 %
5050 - Fire Department	29,700.00	29,700.00	0.00	0.00	29,700.00	0.00 %
8082 - Sugarland Sports Complex	16,196.00	16,196.00	0.00	16,195.99	0.01	100.00 %
8086 - Rec. - Golf Course	52,168.00	52,168.00	4,316.63	12,949.89	39,218.11	24.82 %
Category: 90 - Debt service Total:	**251,370.00**	**251,370.00**	**5,116.02**	**108,718.82**	**142,651.18**	**43.25 %**
Category: 91 - Capital outlay						
1011 - City Commission	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
1012 - City Manager	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
4056 - JAG 2019-DJ-BX-0666	0.00	5,854.00	0.00	0.00	5,854.00	0.00 %
4062 - FDLE (State)-Police Station	79,686.00	79,686.00	0.00	8,020.94	71,665.06	10.07 %
4074 - Animal Control	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
5050 - Fire Department	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
7070 - Public Works Administration	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
7073 - Streets & Sidewalks	10,000.00	251,805.00	0.00	59,939.53	191,865.47	23.80 %
8080 - Rec. - Admin. & Parks	16,500.00	16,500.00	0.00	0.00	16,500.00	0.00 %
8084 - John Boy Auditorium	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
8086 - Rec. - Golf Course	56,000.00	56,000.00	0.00	8,022.75	47,977.25	14.33 %
Category: 91 - Capital outlay Total:	**287,686.00**	**535,345.00**	**0.00**	**75,983.22**	**459,361.78**	**14.19 %**
Expense Total:	**9,022,069.00**	**9,193,466.00**	**458,375.42**	**2,950,094.90**	**6,243,371.10**	**32.09 %**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**49,177.77**	**610,247.81**	**610,247.81**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - CLEW REDEV AGENCY						
Revenue						
Category: 36 - Misc. Revenue						
	0.00	0.00	0.00	3.86	3.86	0.00 %
Category: 36 - Misc. Revenue Total:	**0.00**	**0.00**	**0.00**	**3.86**	**3.86**	**0.00 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	2,170.00	2,170.00	0.00	0.00	-2,170.00	0.00 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**2,170.00**	**2,170.00**	**0.00**	**0.00**	**-2,170.00**	**0.00 %**
Revenue Total:	**2,170.00**	**2,170.00**	**0.00**	**3.86**	**-2,166.14**	**0.18 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 54 - Transportation						
1010 - Community Redevelopment	325.00	325.00	0.00	0.00	325.00	0.00 %
Category: 54 - Transportation Total:	**325.00**	**325.00**	**0.00**	**0.00**	**325.00**	**0.00 %**
Category: 59 - Other Uses / Transfers						
1010 - Community Redevelopment	1,845.00	1,845.00	0.00	0.00	1,845.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	**1,845.00**	**1,845.00**	**0.00**	**0.00**	**1,845.00**	**0.00 %**
Expense Total:	**2,170.00**	**2,170.00**	**0.00**	**0.00**	**2,170.00**	**0.00 %**
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**3.86**	**3.86**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - CLEW REDEV AGENCY EXP						
Revenue						
Category: 33 - Intergovernmental Revenue						
	35,041.00	35,041.00	0.00	34,376.99	-664.01	98.11 %
Category: 33 - Intergovernmental Revenue Total:	**35,041.00**	**35,041.00**	**0.00**	**34,376.99**	**-664.01**	**98.11 %**
Category: 36 - Misc. Revenue						
	100.00	100.00	87.57	217.97	117.97	217.97 %
Category: 36 - Misc. Revenue Total:	**100.00**	**100.00**	**87.57**	**217.97**	**117.97**	**217.97 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	28,557.00	28,557.00	0.00	0.00	-28,557.00	0.00 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**28,557.00**	**28,557.00**	**0.00**	**0.00**	**-28,557.00**	**0.00 %**
Revenue Total:	**63,698.00**	**63,698.00**	**87.57**	**34,594.96**	**-29,103.04**	**54.31 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 54 - Transportation						
1010 - Community Redevelopment	325.00	325.00	0.00	0.00	325.00	0.00 %
Category: 54 - Transportation Total:	**325.00**	**325.00**	**0.00**	**0.00**	**325.00**	**0.00 %**
Category: 59 - Other Uses / Transfers						
1010 - Community Redevelopment	63,373.00	63,373.00	0.00	0.00	63,373.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	**63,373.00**	**63,373.00**	**0.00**	**0.00**	**63,373.00**	**0.00 %**
Expense Total:	**63,698.00**	**63,698.00**	**0.00**	**0.00**	**63,698.00**	**0.00 %**
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	**0.00**	**0.00**	**87.57**	**34,594.96**	**34,594.96**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - GRANTS						
Revenue						
Category: 33 - Intergovernmental Revenue						
	193,967.00	193,967.00	0.00	0.00	-193,967.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	**193,967.00**	**193,967.00**	**0.00**	**0.00**	**-193,967.00**	**0.00 %**
Category: 36 - Misc. Revenue						
	500.00	500.00	38.64	391.27	-108.73	78.25 %
Category: 36 - Misc. Revenue Total:	**500.00**	**500.00**	**38.64**	**391.27**	**-108.73**	**78.25 %**
Revenue Total:	**194,467.00**	**194,467.00**	**38.64**	**391.27**	**-194,075.73**	**0.20 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
6061 - Library State Aide	38,020.00	38,020.00	2,622.78	14,258.00	23,762.00	37.50 %
Category: 51 - Personal Services Total:	**38,020.00**	**38,020.00**	**2,622.78**	**14,258.00**	**23,762.00**	**37.50 %**
Category: 54 - Transportation						
6061 - Library State Aide	149,800.00	149,800.00	2,194.93	33,277.24	116,522.76	22.21 %
Category: 54 - Transportation Total:	**149,800.00**	**149,800.00**	**2,194.93**	**33,277.24**	**116,522.76**	**22.21 %**
Category: 56 - Human Services						
6061 - Library State Aide	6,647.00	6,647.00	0.00	850.03	5,796.97	12.79 %
Category: 56 - Human Services Total:	**6,647.00**	**6,647.00**	**0.00**	**850.03**	**5,796.97**	**12.79 %**
Expense Total:	**194,467.00**	**194,467.00**	**4,817.71**	**48,385.27**	**146,081.73**	**24.88 %**
Fund: 120 - GRANTS Surplus (Deficit):	**0.00**	**0.00**	**-4,779.07**	**-47,994.00**	**-47,994.00**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
Revenue						
Category: 34 - Charges for Services						
	11,327,531.00	11,327,531.00	721,617.01	4,424,602.96	-6,902,928.04	39.06 %
Category: 34 - Charges for Services Total:	**11,327,531.00**	**11,327,531.00**	**721,617.01**	**4,424,602.96**	**-6,902,928.04**	**39.06 %**
Category: 36 - Misc. Revenue						
	98,140.00	98,140.00	2,648.56	84,967.78	-13,172.22	86.58 %
Category: 36 - Misc. Revenue Total:	**98,140.00**	**98,140.00**	**2,648.56**	**84,967.78**	**-13,172.22**	**86.58 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	1,486,316.00	1,486,316.00	0.00	0.00	-1,486,316.00	0.00 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**1,486,316.00**	**1,486,316.00**	**0.00**	**0.00**	**-1,486,316.00**	**0.00 %**
Revenue Total:	**12,911,987.00**	**12,911,987.00**	**724,265.57**	**4,509,570.74**	**-8,402,416.26**	**34.93 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 49 - Electricity Purchased						
2030 - Customer Records	8,169,761.00	8,169,761.00	498,211.53	2,693,901.96	5,475,859.04	32.97 %
Category: 49 - Electricity Purchased Total:	**8,169,761.00**	**8,169,761.00**	**498,211.53**	**2,693,901.96**	**5,475,859.04**	**32.97 %**
Category: 51 - Personal Services						
2009 - Electric Transmission	52,952.00	54,426.00	4,004.60	22,456.41	31,969.59	41.26 %
2010 - Electric Distribution	478,061.00	491,247.00	36,038.94	202,109.75	289,137.25	41.14 %
2015 - Purchasing / Warehouse	55,502.00	56,607.00	4,291.34	23,487.16	33,119.84	41.49 %
2025 - Electric Meter Reading	43,807.00	43,952.00	2,913.83	17,614.08	26,337.92	40.08 %
2030 - Customer Records	444,187.00	428,277.00	30,607.00	172,113.80	256,163.20	40.19 %
Category: 51 - Personal Services Total:	**1,074,509.00**	**1,074,509.00**	**77,855.71**	**437,781.20**	**636,727.80**	**40.74 %**
Category: 53 - Contractual Services						
2010 - Electric Distribution	125,000.00	125,000.00	8,908.94	22,140.83	102,859.17	17.71 %
2015 - Purchasing / Warehouse	3,800.00	3,800.00	0.00	3,786.75	13.25	99.65 %
2025 - Electric Meter Reading	44,000.00	50,818.00	0.00	19,934.11	30,883.89	39.23 %
2030 - Customer Records	213,769.00	213,769.00	11,220.00	64,385.00	149,384.00	30.12 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 53 - Contractual Services Total:	**401,569.00**	**408,387.00**	**20,128.94**	**110,246.69**	**298,140.31**	**27.00 %**
Category: 59 - Other Uses / Transfers						
2010 - Electric Distribution	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
2045 - Miscellaneous Expenses	1,037,143.00	1,002,282.00	0.00	0.00	1,002,282.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	**1,087,143.00**	**1,052,282.00**	**0.00**	**0.00**	**1,052,282.00**	**0.00 %**
Category: 71 - Supplies						
2009 - Electric Transmission	1,050.00	1,050.00	0.00	57.42	992.58	5.47 %
2010 - Electric Distribution	44,000.00	44,000.00	5,216.79	19,384.05	24,615.95	44.05 %
2015 - Purchasing / Warehouse	3,300.00	3,300.00	0.00	134.09	3,165.91	4.06 %
2025 - Electric Meter Reading	4,400.00	4,400.00	30.30	747.53	3,652.47	16.99 %
2030 - Customer Records	85,200.00	85,200.00	4,502.20	23,159.36	62,040.64	27.18 %
Category: 71 - Supplies Total:	**137,950.00**	**137,950.00**	**9,749.29**	**43,482.45**	**94,467.55**	**31.52 %**
Category: 72 - Utilities						
2009 - Electric Transmission	1,000.00	1,000.00	42.74	208.11	791.89	20.81 %
2010 - Electric Distribution	15,500.00	15,500.00	974.00	5,185.18	10,314.82	33.45 %
2015 - Purchasing / Warehouse	7,000.00	7,000.00	588.51	3,364.58	3,635.42	48.07 %
2030 - Customer Records	7,000.00	7,000.00	766.42	4,311.65	2,688.35	61.60 %
2045 - Miscellaneous Expenses	20,000.00	20,000.00	0.00	9,228.44	10,771.56	46.14 %
Category: 72 - Utilities Total:	**50,500.00**	**50,500.00**	**2,371.67**	**22,297.96**	**28,202.04**	**44.15 %**
Category: 73 - Insurance						
2009 - Electric Transmission	3,577.00	3,577.00	0.00	1,188.00	2,389.00	33.21 %
2010 - Electric Distribution	32,234.00	32,234.00	0.00	10,716.00	21,518.00	33.24 %
2015 - Purchasing / Warehouse	779.00	779.00	0.00	260.00	519.00	33.38 %
2025 - Electric Meter Reading	2,442.00	2,442.00	0.00	812.00	1,630.00	33.25 %
2030 - Customer Records	3,155.00	3,155.00	0.00	1,048.00	2,107.00	33.22 %
Category: 73 - Insurance Total:	**42,187.00**	**42,187.00**	**0.00**	**14,024.00**	**28,163.00**	**33.24 %**
Category: 74 - Repairs and maintenance						
2009 - Electric Transmission	60,500.00	60,500.00	13,566.11	18,566.11	41,933.89	30.69 %
2010 - Electric Distribution	257,000.00	257,000.00	3,459.51	49,048.91	207,951.09	19.09 %
2015 - Purchasing / Warehouse	15,000.00	15,000.00	576.99	18,803.11	-3,803.11	125.35 %
2025 - Electric Meter Reading	8,500.00	8,500.00	1,133.23	6,554.77	1,945.23	77.11 %
2030 - Customer Records	24,500.00	24,500.00	1,113.99	3,155.05	21,344.95	12.88 %
Category: 74 - Repairs and maintenance Total:	**365,500.00**	**365,500.00**	**19,849.83**	**96,127.95**	**269,372.05**	**26.30 %**
Category: 76 - Miscellaneous						
2010 - Electric Distribution	17,500.00	17,500.00	0.00	55.23	17,444.77	0.32 %
2015 - Purchasing / Warehouse	50.00	50.00	0.00	0.00	50.00	0.00 %
2025 - Electric Meter Reading	100.00	100.00	0.00	0.00	100.00	0.00 %
2030 - Customer Records	49,750.00	49,750.00	474.00	24,121.89	25,628.11	48.49 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2045 - Miscellaneous Expenses	1,500.00	1,500.00	0.00	809.36	690.64	53.96 %
Category: 76 - Miscellaneous Total:	**68,900.00**	**68,900.00**	**474.00**	**24,986.48**	**43,913.52**	**36.26 %**
Category: 77 - Bad Debts						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 77 - Bad Debts Total:	**50,000.00**	**50,000.00**	**0.00**	**0.00**	**50,000.00**	**0.00 %**
Category: 91 - Capital outlay						
2010 - Electric Distribution	540,000.00	568,043.00	0.00	49,251.72	518,791.28	8.67 %
2015 - Purchasing / Warehouse	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00 %
2025 - Electric Meter Reading	10,000.00	10,000.00	0.00	13,286.46	-3,286.46	132.86 %
2030 - Customer Records	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 91 - Capital outlay Total:	**564,500.00**	**592,543.00**	**0.00**	**62,538.18**	**530,004.82**	**10.55 %**
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	899,468.00	899,468.00	74,956.00	374,776.00	524,692.00	41.67 %
Category: 93 - Operating transfers - out Total:	**899,468.00**	**899,468.00**	**74,956.00**	**374,776.00**	**524,692.00**	**41.67 %**
Expense Total:	**12,911,987.00**	**12,911,987.00**	**703,596.97**	**3,880,162.87**	**9,031,824.13**	**30.05 %**
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	**0.00**	**0.00**	**20,668.60**	**629,407.87**	**629,407.87**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Revenue						
Category: 32 - Licenses and Permits						
	305,313.00	305,313.00	1,782.17	48,779.90	-256,533.10	15.98 %
Category: 32 - Licenses and Permits Total:	**305,313.00**	**305,313.00**	**1,782.17**	**48,779.90**	**-256,533.10**	**15.98 %**
Category: 33 - Intergovernmental Revenue						
	0.00	381,032.00	0.00	0.00	-381,032.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	**0.00**	**381,032.00**	**0.00**	**0.00**	**-381,032.00**	**0.00 %**
Category: 34 - Charges for Services						
	3,505,560.00	3,505,560.00	296,500.18	1,340,816.73	-2,164,743.27	38.25 %
Category: 34 - Charges for Services Total:	**3,505,560.00**	**3,505,560.00**	**296,500.18**	**1,340,816.73**	**-2,164,743.27**	**38.25 %**
Category: 36 - Misc. Revenue						
	102,638.00	102,638.00	5,981.04	31,805.97	-70,832.03	30.99 %
Category: 36 - Misc. Revenue Total:	**102,638.00**	**102,638.00**	**5,981.04**	**31,805.97**	**-70,832.03**	**30.99 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	1,340,166.00	1,340,166.00	0.00	0.00	-1,340,166.00	0.00 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**1,340,166.00**	**1,340,166.00**	**0.00**	**0.00**	**-1,340,166.00**	**0.00 %**
Revenue Total:	**5,253,677.00**	**5,634,709.00**	**304,263.39**	**1,421,402.60**	**-4,213,306.40**	**25.23 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
3005 - Water Treatment Plant	224,374.00	229,185.00	14,360.06	83,658.76	145,526.24	36.50 %
3010 - Trans / Distribution	102,755.00	104,204.00	5,605.25	36,887.97	67,316.03	35.40 %
3025 - Water Meter Reading	59,383.00	59,616.00	4,553.98	23,559.30	36,056.70	39.52 %
3042 - Water / Sewer Administ.	170,266.00	154,169.00	10,164.65	56,293.11	97,875.89	36.51 %
3052 - Sewer Treatment Plant	231,806.00	238,215.00	17,984.11	103,307.89	134,907.11	43.37 %
3062 - Sewer Trans / Collection	114,460.00	117,655.00	8,289.99	55,037.63	62,617.37	46.78 %
Category: 51 - Personal Services Total:	**903,044.00**	**903,044.00**	**60,958.04**	**358,744.66**	**544,299.34**	**39.73 %**
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	74,000.00	74,000.00	1,648.40	11,868.60	62,131.40	16.04 %
3010 - Trans / Distribution	94,200.00	94,200.00	46.59	4,069.61	90,130.39	4.32 %
3025 - Water Meter Reading	44,000.00	50,818.00	8,240.02	24,025.80	26,792.20	47.28 %
3042 - Water / Sewer Administ.	180,918.00	180,918.00	14,362.22	70,168.86	110,749.14	38.78 %
3052 - Sewer Treatment Plant	335,000.00	335,000.00	2,988.00	51,886.25	283,113.75	15.49 %
3062 - Sewer Trans / Collection	125,000.00	125,000.00	0.00	9,510.00	115,490.00	7.61 %
3065 - DEP Grant	0.00	34,352.00	0.00	0.00	34,352.00	0.00 %
Category: 53 - Contractual Services Total:	**853,118.00**	**894,288.00**	**27,285.23**	**171,529.12**	**722,758.88**	**19.18 %**
Category: 59 - Other Uses / Transfers						
3005 - Water Treatment Plant	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
3042 - Water / Sewer Administ.	1,063,258.00	1,056,440.00	24,119.00	120,595.00	935,845.00	11.42 %
Category: 59 - Other Uses / Transfers Total:	**1,073,258.00**	**1,066,440.00**	**24,119.00**	**120,595.00**	**945,845.00**	**11.31 %**
Category: 71 - Supplies						
3005 - Water Treatment Plant	136,250.00	136,250.00	7,137.48	36,385.58	99,864.42	26.71 %
3010 - Trans / Distribution	16,700.00	16,700.00	1,094.92	9,631.84	7,068.16	57.68 %
3025 - Water Meter Reading	1,650.00	1,650.00	11.98	11.98	1,638.02	0.73 %
3042 - Water / Sewer Administ.	10,000.00	10,000.00	475.00	2,485.16	7,514.84	24.85 %
3052 - Sewer Treatment Plant	62,700.00	62,700.00	2,777.79	25,043.70	37,656.30	39.94 %
3062 - Sewer Trans / Collection	12,800.00	12,800.00	510.31	4,533.28	8,266.72	35.42 %
3065 - DEP Grant	0.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 71 - Supplies Total:	**240,100.00**	**243,100.00**	**12,007.48**	**78,091.54**	**165,008.46**	**32.12 %**
Category: 72 - Utilities						
3005 - Water Treatment Plant	301,400.00	301,400.00	25,985.84	121,446.33	179,953.67	40.29 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	92,100.00	92,100.00	7,102.45	29,935.34	62,164.66	32.50 %
3062 - Sewer Trans / Collection	77,500.00	77,500.00	5,330.15	30,058.56	47,441.44	38.79 %
Category: 72 - Utilities Total:	**471,600.00**	**471,600.00**	**38,418.44**	**181,440.23**	**290,159.77**	**38.47 %**
Category: 73 - Insurance						
3005 - Water Treatment Plant	9,742.00	9,742.00	0.00	3,240.00	6,502.00	33.26 %
3010 - Trans / Distribution	9,742.00	9,742.00	0.00	3,240.00	6,502.00	33.26 %
3025 - Water Meter Reading	964.00	964.00	0.00	320.00	644.00	33.20 %
3052 - Sewer Treatment Plant	7,880.00	7,880.00	0.00	2,620.00	5,260.00	33.25 %
3062 - Sewer Trans / Collection	4,831.00	4,831.00	0.00	1,604.00	3,227.00	33.20 %
Category: 73 - Insurance Total:	**33,159.00**	**33,159.00**	**0.00**	**11,024.00**	**22,135.00**	**33.25 %**
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	102,000.00	102,000.00	490.44	13,803.71	88,196.29	13.53 %
3010 - Trans / Distribution	64,500.00	64,500.00	403.79	50,167.90	14,332.10	77.78 %
3025 - Water Meter Reading	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
3042 - Water / Sewer Administ.	12,700.00	12,700.00	0.00	0.00	12,700.00	0.00 %
3052 - Sewer Treatment Plant	65,000.00	65,000.00	40,687.32	76,383.45	-11,383.45	117.51 %
3062 - Sewer Trans / Collection	86,740.00	86,740.00	1,398.89	131,955.42	-45,215.42	152.13 %
Category: 74 - Repairs and maintenance Total:	**333,940.00**	**333,940.00**	**42,980.44**	**272,310.48**	**61,629.52**	**81.54 %**
Category: 76 - Miscellaneous						
3005 - Water Treatment Plant	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	0.00	40.92	209.08	16.37 %
3042 - Water / Sewer Administ.	6,700.00	6,700.00	0.00	560.00	6,140.00	8.36 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3052 - Sewer Treatment Plant	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00 %
3062 - Sewer Trans / Collection	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:	**12,150.00**	**12,150.00**	**0.00**	**600.92**	**11,549.08**	**4.95 %**
Category: 77 - Bad Debts						
3042 - Water / Sewer Administ.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 77 - Bad Debts Total:	**15,000.00**	**15,000.00**	**0.00**	**0.00**	**15,000.00**	**0.00 %**
Category: 90 - Debt service						
3005 - Water Treatment Plant	764,076.00	764,076.00	69,462.00	347,310.00	416,766.00	45.45 %
3063 - N. Sewer Project	61,880.00	61,880.00	0.00	30,939.74	30,940.26	50.00 %
3080 - Debt Service	21,352.00	21,352.00	0.00	10,675.80	10,676.20	50.00 %
Category: 90 - Debt service Total:	**847,308.00**	**847,308.00**	**69,462.00**	**388,925.54**	**458,382.46**	**45.90 %**
Category: 91 - Capital outlay						
3010 - Trans / Distribution	410,750.00	410,750.00	0.00	0.00	410,750.00	0.00 %
3025 - Water Meter Reading	10,000.00	10,000.00	0.00	11,680.00	-1,680.00	116.80 %
3052 - Sewer Treatment Plant	44,500.00	44,500.00	0.00	0.00	44,500.00	0.00 %
3062 - Sewer Trans / Collection	5,750.00	5,750.00	0.00	0.00	5,750.00	0.00 %
3065 - DEP Grant	0.00	343,680.00	0.00	0.00	343,680.00	0.00 %
Category: 91 - Capital outlay Total:	**471,000.00**	**814,680.00**	**0.00**	**11,680.00**	**803,000.00**	**1.43 %**
Expense Total:	**5,253,677.00**	**5,634,709.00**	**275,230.63**	**1,594,941.49**	**4,039,767.51**	**28.31 %**
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	**0.00**	**0.00**	**29,032.76**	**-173,538.89**	**-173,538.89**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
Revenue						
Category: 34 - Charges for Services						
	1,319,089.00	1,319,089.00	116,929.76	578,041.24	-741,047.76	43.82 %
Category: 34 - Charges for Services Total:	**1,319,089.00**	**1,319,089.00**	**116,929.76**	**578,041.24**	**-741,047.76**	**43.82 %**
Category: 36 - Misc. Revenue						
	300.00	300.00	19.36	101.41	-198.59	33.80 %
Category: 36 - Misc. Revenue Total:	**300.00**	**300.00**	**19.36**	**101.41**	**-198.59**	**33.80 %**
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds						
	231,894.00	231,894.00	0.00	0.00	-231,894.00	0.00 %
Category: 38 - Non-operating Sources (Uses) - Loan Proceeds Total:	**231,894.00**	**231,894.00**	**0.00**	**0.00**	**-231,894.00**	**0.00 %**
Revenue Total:	**1,551,283.00**	**1,551,283.00**	**116,949.12**	**578,142.65**	**-973,140.35**	**37.27 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
7072 - Solid Waste	341,301.00	341,301.00	23,558.07	136,969.18	204,331.82	40.13 %
Category: 51 - Personal Services Total:	**341,301.00**	**341,301.00**	**23,558.07**	**136,969.18**	**204,331.82**	**40.13 %**
Category: 53 - Contractual Services						
7072 - Solid Waste	719,633.00	719,633.00	4,594.42	227,362.46	492,270.54	31.59 %
Category: 53 - Contractual Services Total:	**719,633.00**	**719,633.00**	**4,594.42**	**227,362.46**	**492,270.54**	**31.59 %**
Category: 59 - Other Uses / Transfers						
7072 - Solid Waste	256,279.00	256,279.00	8,451.00	42,250.00	214,029.00	16.49 %
Category: 59 - Other Uses / Transfers Total:	**256,279.00**	**256,279.00**	**8,451.00**	**42,250.00**	**214,029.00**	**16.49 %**
Category: 71 - Supplies						
7072 - Solid Waste	82,650.00	82,650.00	2,515.47	32,980.25	49,669.75	39.90 %
Category: 71 - Supplies Total:	**82,650.00**	**82,650.00**	**2,515.47**	**32,980.25**	**49,669.75**	**39.90 %**
Category: 73 - Insurance						
7072 - Solid Waste	75,570.00	75,570.00	0.00	25,120.00	50,450.00	33.24 %
Category: 73 - Insurance Total:	**75,570.00**	**75,570.00**	**0.00**	**25,120.00**	**50,450.00**	**33.24 %**
Category: 74 - Repairs and maintenance						
7072 - Solid Waste	75,250.00	75,250.00	2,702.91	28,899.21	46,350.79	38.40 %
Category: 74 - Repairs and maintenance Total:	**75,250.00**	**75,250.00**	**2,702.91**	**28,899.21**	**46,350.79**	**38.40 %**
Category: 76 - Miscellaneous						
7072 - Solid Waste	600.00	600.00	0.00	34.30	565.70	5.72 %
Category: 76 - Miscellaneous Total:	**600.00**	**600.00**	**0.00**	**34.30**	**565.70**	**5.72 %**
Expense Total:	**1,551,283.00**	**1,551,283.00**	**41,821.87**	**493,615.40**	**1,057,667.60**	**31.82 %**
Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**75,127.25**	**84,527.25**	**84,527.25**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**169,314.88**	**1,137,248.86**	**1,137,248.86**	**0.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	49,177.77	610,247.81	610,247.81
101 - CLEW REDEV AGENCY	0.00	0.00	0.00	3.86	3.86
102 - CLEW REDEV AGENCY EXP	0.00	0.00	87.57	34,594.96	34,594.96
120 - GRANTS	0.00	0.00	-4,779.07	-47,994.00	-47,994.00
410 - ELECTRIC FUND	0.00	0.00	20,668.60	629,407.87	629,407.87
420 - WATER/SEWER FUND	0.00	0.00	29,032.76	-173,538.89	-173,538.89
430 - SOLID WASTE	0.00	0.00	75,127.25	84,527.25	84,527.25
Report Surplus (Deficit):	**0.00**	**0.00**	**169,314.88**	**1,137,248.86**	**1,137,248.86**

City of Clewiston, FL

Balance Sheet
Account Summary
As Of 02/29/2020

	Balance
Fund: 001 - GENERAL FUND	
Assets	
Total Assets	
SubAcctCode: 100 - Cash	
102000 - Petty Cash	1,100.00
102001 - Police Buy Fund	200.00
102002 - Petty Cash-Animal Control	25.00
102003 - Petty Cash - Recreation	250.00
102005 - Library Petty Cash	50.00
102200 - Wells Fargo-Red Light Camera	500.00
Total SubAcctCode 100 - Cash:	**2,125.00**
SubAcctCode: 101 - Investments	
101000 - Operating Account	749,251.54
101006 - Gen Fund Reserves	774,061.35
101007 - Voluntary Recreation Fund	90,591.86
101008 - G/C Capital Improv Funds	63,526.27
101009 - B & Z Training Funds	10,590.94
101010 - SW FL Community Foundations (IHELP)	17,210.44
101012 - Education Task Force Grant Funds	3,743.10
101020 - Road Improvement Reserve	6,720.28
101030 - 001 - EFT Clearing Account	0.00
101300 - Payroll Account	200.01
101500 - Law Enforcement Fund	22,542.47
101565 - Police Explorers Troop	346.47
101580 - Credit Card Account	235,861.48
101581 - Visa Mastercard Account	53,645.26
101590 - Red Light Cameras	27,892.00
101650 - Liability Account - CPD	2,056.23
101700 - Workmans Comp. Accrual	254,117.37
101800 - Employee Pension	97,075.48
101801 - Employee Pension Funds	154,464.15
Total SubAcctCode 101 - Investments:	**2,563,896.70**
SubAcctCode: 115 - Receivables - Accounts	
115001 - Accounts Rec/Employees	0.00
115003 - A/R BUSINESS TAX	-35,862.60
115005 - A/R CONTRACTORS CERTIF.	0.00
115006 - A/R Code Violations-Prop. Maint.	17,108.38
115086 - A/R - Golf Course	-504.59
115100 - A/R - Customers	124,474.23
115110 - Accrued Unbilled Revenue	46,550.95
115200 - Misc. A/R	114.36
115250 - A/R- All Juice	2,423.92
117001 - Est. Uncollectable Revenue	-11,359.27
Total SubAcctCode 115 - Receivables - Accounts:	**142,945.38**
SubAcctCode: 116 - Receivables - Special Assessments	
116100 - Assess Receivable / 4	-1,060.70
116300 - Assess Receivable/11	880.41
116800 - Assess Receivable/14	2,386.62
116900 - Assess Receivable/5	1,100.79
116910 - Assess Receivable /17	3,029.60
116930 - Assess Receivable/20	649.91
116940 - Assessments Recvbl/22G	4,485.90

	Balance	
116950 - Assess. Rec. - Driveways	28,765.20	
Total SubAcctCode 116 - Receivables - Special Assessments:	**40,237.73**	
SubAcctCode: 128 - Note Receivable		
	308,033.00	
Total SubAcctCode 128 - Note Receivable:	**308,033.00**	
SubAcctCode: 131 - Due from Other Funds		
131101 - Due from CRA	1,565.00	
131102 - Due from CRA Expansion	91.52	
131120 - Due from Grants	48,454.81	
131301 - Due from General Fund Const	0.00	
131410 - Due from Electric Fund	457,488.59	
131420 - Due from Water/Sewer	582,782.01	
131430 - Due from Garbage/Mosquito Fund	163,256.52	
131610 - Due From Pension Fund	0.00	
131900 - Due From General Fixed Assets	0.00	
131910 - Due From Long Term Debt	0.00	
Total SubAcctCode 131 - Due from Other Funds:	**1,253,638.45**	
SubAcctCode: 133 - Due from other Governments		
131500 - Due From Other	97,765.02	
131510 - Due From Hendry County	0.00	
Total SubAcctCode 133 - Due from other Governments:	**97,765.02**	
SubAcctCode: 141 - Inventory, at cost		
141100 - Inventory-Stock	26,149.39	
141120 - Inventory - Gas	-3,234.81	
141150 - Inv-Central Supply	76,542.00	
141200 - Inventory-Street Lights	11,448.98	
Total SubAcctCode 141 - Inventory, at cost:	**110,905.56**	
SubAcctCode: 142 - Inventory - For Resale		
141101 - Pro Shop Inventory	24,115.02	
Total SubAcctCode 142 - Inventory - For Resale:	**24,115.02**	
SubAcctCode: 155 - Prepaid Expense		
101930 - Prepaid Insurance	46,182.00	
155003 - Prepaid-Recreation Dept.	3,166.75	
Total SubAcctCode 155 - Prepaid Expense:	**49,348.75**	
SubAcctCode: 171 - Estimated Revenues		
171000 - Estimated Revenue	0.00	
Total SubAcctCode 171 - Estimated Revenues:	**0.00**	
Total Total Assets:	**4,593,010.61**	
Total Assets:	**4,593,010.61**	**4,593,010.61**
Liability		
Total Liabilities		
SubAcctCode: 202 - Accounts Payable		
201000 - Due to Pension Fund	100,516.07	
202000 - Accounts Payable	288,709.66	
202001 - Accounts Payable - CPD Explorers	331.14	
202010 - Accounts Payable - Manual	-3,344.03	
202100 - Unclaimed Property	0.00	
208000 - Due to State of FL	779.00	
209990 - Payroll Clearing Acct.	0.00	
209995 - Payroll Corrections Pending	-248.11	
218100 - P/R - FICA	86.64	
218200 - Backup Witholding	-4.11	
218300 - P/R - Dependent Health	-413.82	
218301 - P/R - Dependent Dental	-248.24	
218302 - Vision Plan	0.90	
218350 - P/R Term Life over 50K	0.00	
218500 - P/R - Colonial Life	0.00	

	Balance
218505 - P/R - J/H & Minn. Life Ins.	1,830.69
218510 - P/R - Pre-paid Legal	-25.90
218515 - P/R-Mutual of Omaha Life	-4,556.97
218550 - P/R - AFLAC	128.35
218600 - P/R - Child Support	0.00
218650 - P/R - Deferred Comp.457	394.63
218660 - P/R - ICMA	0.00
218665 - P/R - FRS	15,530.23
218700 - P/R - Misc. Deductions	601.00
218750 - United Way Contributions	4.00
247100 - Reserve/Employee Pension	360.00
Total SubAcctCode 202 - Accounts Payable:	**400,431.13**
SubAcctCode: 205 - Accrued Liabilities	
217100 - State Sales Tax Payable	7,659.91
218000 - Accrued Payroll	33,568.42
218800 - Accrued Vacation Leave	16,267.67
Total SubAcctCode 205 - Accrued Liabilities:	**57,496.00**
SubAcctCode: 207 - Due to Other Funds	
207120 - Due To Grants	0.00
207250 - Due To W/S - All Juice	0.00
207410 - Due to Electric Fund	2,291,880.19
207420 - Due to Water/Sewer	-122,523.95
207430 - Due to Garbage/Mosquito Fund	1,169.00
208001 - Due to Hendry County	0.00
Total SubAcctCode 207 - Due to Other Funds:	**2,170,525.24**
SubAcctCode: 208 - Unearned Revenue	
220200 - Deposits - General	0.00
220300 - Recreation Deposits	75,214.78
220400 - G/C Gift Certificates	59,346.83
220420 - G/C Pre-Pays (OA)	-65,208.76
223000 - Deferred Rev.-Occ. Licenses	0.00
223004 - Deferred Revenue Sponsors	2,730.00
223020 - Def. Rev. - Air Card Grant	0.00
223040 - DEFERRED REV CONTR CERT	0.00
223050 - Deferred Revenue-Misc.	55,238.06
223150 - Defer Rev.- GC Member Dues	0.00
223200 - Def. Rev. - Recreation	9,735.00
223300 - Def. Rev. - Library	3,649.45
Total SubAcctCode 208 - Unearned Revenue:	**140,705.36**
Total Total Liabilities:	**2,769,157.73**
Deferred Inflow of Resources	
SubAcctCode: 290 - Deferred Inflow	
290000 - Resources	84,434.68
Total SubAcctCode 290 - Deferred Inflow:	**84,434.68**
Total Deferred Inflow of Resources:	**84,434.68**
Total Liability:	**2,853,592.41**
Equity	
Fund Balances	
SubAcctCode: 280 - Fund Balance - Nonspendable	
280128 - Fund Balance - Note Receivable	325,027.49
280141 - Fund Balance - Inventory, at cost	101,094.68
280142 - Fund Balance - Inventory, for resale	16,469.83
280155 - Fund Balance - Prepaid Expenses	3,166.75
Total SubAcctCode 280 - Fund Balance - Nonspendable:	**445,758.75**
SubAcctCode: 284 - Fund Balance - Unassigned	
239300 - Law Enforcement Trust Fd	22,178.86
239350 - CPD - Liability Account	2,040.58

	Balance	
247501 - Reserve/Due to cash Reserves	639,423.53	
271000 - Fund Balance	19,728.26	
Total SubAcctCode 284 - Fund Balance - Unassigned:	**683,371.23**	
Total Fund Balances:	**1,129,129.98**	
Total Beginning Equity:	**1,129,129.98**	
Total Revenue	3,560,342.71	
Total Expense	2,950,054.49	
Revenues Over/Under Expenses	**610,288.22**	
Total Equity and Current Surplus (Deficit):	**1,739,418.20**	
Total Liabilities, Equity and Current Surplus (Deficit):		**4,593,010.61**

	Balance	
Fund: 101 - CLEW REDEV AGENCY		
Assets		
Total Assets		
SubAcctCode: 101 - Investments		
101000 - Operating Account	18,768.40	
Total SubAcctCode 101 - Investments:	**18,768.40**	
SubAcctCode: 171 - Estimated Revenues		
171000 - Estimated Revenue	0.00	
Total SubAcctCode 171 - Estimated Revenues:	**0.00**	
Total Total Assets:	**18,768.40**	
Total Assets:	**18,768.40**	**18,768.40**
Liability		
Total Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	15,000.00	
Total SubAcctCode 202 - Accounts Payable:	**15,000.00**	
SubAcctCode: 207 - Due to Other Funds		
207001 - Due to General Fund	1,565.00	
Total SubAcctCode 207 - Due to Other Funds:	**1,565.00**	
Total Total Liabilities:	**16,565.00**	
Total Liability:	**16,565.00**	
Equity		
Fund Balances		
SubAcctCode: 241 - Appropriations		
241000 - Appropriations	0.00	
Total SubAcctCode 241 - Appropriations:	**0.00**	
SubAcctCode: 247 - All Other Reserves		
247501 - Reserve/Due to cash Reserves	0.00	
Total SubAcctCode 247 - All Other Reserves:	**0.00**	
SubAcctCode: 271 - Fund Balance		
271000 - Fund Balance	2,199.54	
Total SubAcctCode 271 - Fund Balance:	**2,199.54**	
Total Fund Balances:	**2,199.54**	
Total Beginning Equity:	**2,199.54**	
Total Revenue	3.86	
Total Expense	0.00	
Revenues Over/Under Expenses	**3.86**	
Total Equity and Current Surplus (Deficit):	**2,203.40**	
Total Liabilities, Equity and Current Surplus (Deficit):		**18,768.40**

	Balance	
Fund: 102 - CLEW REDEV AGENCY EXP		
Assets		
Total Assets		
SubAcctCode: 101 - Investments		
101000 - Operating Account	63,291.92	
Total SubAcctCode 101 - Investments:	**63,291.92**	
SubAcctCode: 115 - Receivables - Accounts		
115200 - Misc. A/R	0.00	
Total SubAcctCode 115 - Receivables - Accounts:	**0.00**	
SubAcctCode: 133 - Due from other Governments		
131510 - Due From Hendry County	0.00	
Total SubAcctCode 133 - Due from other Governments:	**0.00**	
Total Total Assets:	**63,291.92**	
Total Assets:	**63,291.92**	**63,291.92**
Liability		
Total Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	0.00	
Total SubAcctCode 202 - Accounts Payable:	**0.00**	
SubAcctCode: 207 - Due to Other Funds		
207001 - Due to General Fund	91.52	
Total SubAcctCode 207 - Due to Other Funds:	**91.52**	
Total Total Liabilities:	**91.52**	
Total Liability:	**91.52**	
Equity		
Fund Balances		
SubAcctCode: 241 - Appropriations		
241000 - Appropriations	0.00	
Total SubAcctCode 241 - Appropriations:	**0.00**	
SubAcctCode: 271 - Fund Balance		
271000 - Fund Balance	28,605.44	
Total SubAcctCode 271 - Fund Balance:	**28,605.44**	
Total Fund Balances:	**28,605.44**	
Total Beginning Equity:	**28,605.44**	
Total Revenue	34,594.96	
Total Expense	0.00	
Revenues Over/Under Expenses	**34,594.96**	
Total Equity and Current Surplus (Deficit):	**63,200.40**	
Total Liabilities, Equity and Current Surplus (Deficit):		**63,291.92**

	Balance	
Fund: 120 - GRANTS		
Assets		
Total Assets		
SubAcctCode: 101 - Investments		
101010 - SW FL Community Foundations (IHELP)	0.00	
101100 - Cash Account	62,014.97	
Total SubAcctCode 101 - Investments:	**62,014.97**	
SubAcctCode: 131 - Due from Other Funds		
131001 - Due from General Fund	0.00	
131410 - Due from Electric Fund	0.00	
Total SubAcctCode 131 - Due from Other Funds:	**0.00**	
SubAcctCode: 155 - Prepaid Expense		
155001 - Library-Prepaid Lib Corp (Its Marc)	0.00	
Total SubAcctCode 155 - Prepaid Expense:	**0.00**	
SubAcctCode: 171 - Estimated Revenues		
171000 - Estimated Revenue	0.00	
Total SubAcctCode 171 - Estimated Revenues:	**0.00**	
Total Total Assets:	**62,014.97**	
Total Assets:	**62,014.97**	**62,014.97**
Liability		
Total Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	688.50	
202100 - Unclaimed Property	83.00	
Total SubAcctCode 202 - Accounts Payable:	**771.50**	
SubAcctCode: 207 - Due to Other Funds		
207001 - Due to General Fund	48,454.81	
Total SubAcctCode 207 - Due to Other Funds:	**48,454.81**	
SubAcctCode: 208 - Unearned Revenue		
223030 - Deferred Rev - Grant	47,490.64	
Total SubAcctCode 208 - Unearned Revenue:	**47,490.64**	
SubAcctCode: 216 - Accrued liabilities - Salaries and Wages		
218000 - Accrued Payroll	345.83	
218800 - Accrued Vacation Leave	0.00	
Total SubAcctCode 216 - Accrued liabilities - Salaries and Wages:	**345.83**	
SubAcctCode: 218 - Accrued Payroll		
209990 - Payroll Clearing Acct.	0.00	
218100 - P/R - FICA	0.00	
218300 - P/R - Dependent Health	0.00	
218301 - P/R - Dependent Dental	0.00	
218302 - Vision Plan	0.00	
218510 - P/R - Pre-paid Legal	0.00	
218515 - P/R-Mutual of Omaha Life	0.00	
218550 - P/R - AFLAC	0.00	
218600 - P/R - Child Support	0.00	
218650 - P/R - Deferred Comp.457	0.00	
247100 - Reserve/Employee Pension	0.00	
Total SubAcctCode 218 - Accrued Payroll:	**0.00**	
Total Total Liabilities:	**97,062.78**	
Total Liability:	**97,062.78**	
Equity		
Fund Balances		
SubAcctCode: 241 - Appropriations		
241000 - Appropriations	0.00	
Total SubAcctCode 241 - Appropriations:	**0.00**	

	Balance	
SubAcctCode: 247 - All Other Reserves		
247501 - Reserve/Due to cash Reserves	0.00	
Total SubAcctCode 247 - All Other Reserves:	**0.00**	
SubAcctCode: 271 - Fund Balance		
271000 - Fund Balance	12,946.19	
Total SubAcctCode 271 - Fund Balance:	**12,946.19**	
Total Fund Balances:	**12,946.19**	
Total Beginning Equity:	**12,946.19**	
Total Revenue	391.27	
Total Expense	48,385.27	
Revenues Over/Under Expenses	**-47,994.00**	
Total Equity and Current Surplus (Deficit):	**-35,047.81**	
Total Liabilities, Equity and Current Surplus (Deficit):		**62,014.97**

City of Clewiston, FL

Balance Sheet
Account Summary
As Of 02/29/2020

	Balance
Fund: 410 - ELECTRIC FUND	
Assets	
Current Assets	
SubAcctCode: 100 - Cash	
102000 - Petty Cash	333.88
102100 - Register Cash	450.00
Total SubAcctCode 100 - Cash:	**783.88**
SubAcctCode: 101 - Investments	
101000 - Operating Account	137,375.68
101302 - Electric Inv.	918,973.75
Total SubAcctCode 101 - Investments:	**1,056,349.43**
SubAcctCode: 115 - Receivables - Accounts	
115100 - A/R - Customers	447,362.24
115102 - A/R Contra-Unapplied Credits	-32,039.15
115105 - A/R - AMP	1,487.56
115200 - Misc. A/R	2,263.00
115500 - Accrued Revenue	590,509.00
117000 - Est. Uncollect.-Customers	-89,488.83
Total SubAcctCode 115 - Receivables - Accounts:	**920,093.82**
SubAcctCode: 117 - Allowance for Uncollectible Accounts Receivable	
115007 - A/R FMPA Restricted	425,206.61
Total SubAcctCode 117 - Allowance for Uncollectible Accounts Receivable :	**425,206.61**
SubAcctCode: 131 - Due from Other Funds	
131001 - Due from General Fund	2,291,880.19
131420 - Due from Water/Sewer	40,391.59
131430 - Due from Garbage/Mosquito Fund	-35,429.47
Total SubAcctCode 131 - Due from Other Funds:	**2,296,842.31**
SubAcctCode: 132 - Advances to other funds	
131500 - Due From Other	0.00
Total SubAcctCode 132 - Advances to other funds:	**0.00**
SubAcctCode: 141 - Inventory, at cost	
141000 - Inventory	519,327.63
Total SubAcctCode 141 - Inventory, at cost:	**519,327.63**
SubAcctCode: 155 - Prepaid Expense	
101930 - Prepaid Insurance	8,998.00
155000 - Unamortized Loan Costs	0.00
155002 - Prepaid Travel/Training	0.00
155100 - Accumulated Amortization	0.00
Total SubAcctCode 155 - Prepaid Expense:	**8,998.00**
SubAcctCode: 171 - Estimated Revenues	
171000 - Estimated Revenue	0.00
Total SubAcctCode 171 - Estimated Revenues:	**0.00**
Total Current Assets:	**5,227,601.68**
Restricted Assets	
SubAcctCode: 102 - Restricted Investments	
101200 - Electric Rate Res. Checking	691,423.20
101211 - SEACOAST ELEC OPS SAVINGS	253,988.87
101301 - Electric Rate Res Savings	202,604.19
Total SubAcctCode 102 - Restricted Investments:	**1,148,016.26**
Total Restricted Assets:	**1,148,016.26**

	Balance	
Capital Assets		
SubAcctCode: 161 - Land		
161000 - Land	27,666.60	
Total SubAcctCode 161 - Land:	**27,666.60**	
SubAcctCode: 162 - Depreciable - Buildings		
162000 - Buildings	12,079.25	
162100 - CIP-Public Works Bldg.	1,564,491.41	
162200 - Building-Post Office	308,482.10	
162400 - Other Structures	42,331.50	
Total SubAcctCode 162 - Depreciable - Buildings:	**1,927,384.26**	
SubAcctCode: 163 - Accum Depr Buildings		
163000 - Bldgs.-Allow Depreciation	-681,907.34	
Total SubAcctCode 163 - Accum Depr Buildings:	**-681,907.34**	
SubAcctCode: 164 - Depreciable - Infrastructure		
164000 - Improvements O/T Buildings	88,501.17	
164100 - Substation	1,122,582.33	
164150 - Substation-1991	0.00	
164160 - Substation-1995	475,306.02	
164170 - Substation - 1998	1,400,790.14	
164180 - CIP - Clew Sub Transformer 08	680,161.22	
164200 - Poles & Fixtures	1,030,410.26	
164300 - Electric Lines	2,968,429.12	
164301 - CIP - Feeder 3 Rebuild	360,701.40	
164500 - Transformers	1,407,794.66	
Total SubAcctCode 164 - Depreciable - Infrastructure:	**9,534,676.32**	
SubAcctCode: 165 - Accum Depr Imp OT Bldg		
165000 - Allow/Depr.-Imp. O/T Bldgs.	-6,601,234.37	
Total SubAcctCode 165 - Accum Depr Imp OT Bldg:	**-6,601,234.37**	
SubAcctCode: 166 - Depreciable - Mach & Equip		
166000 - Machinery & Equipment	185,653.70	
166100 - Autos & Trucks	861,093.10	
166200 - Office Furn. & Fixtures	92,067.33	
166400 - Electric Meters	309,681.10	
166600 - Other	626,908.64	
166700 - CIP - Electric SCADA	159,283.00	
Total SubAcctCode 166 - Depreciable - Mach & Equip:	**2,234,686.87**	
SubAcctCode: 167 - Accum Depr Mach & Equip		
167000 - Allow/Depr.-Mach. & Equip.	-1,725,278.90	
Total SubAcctCode 167 - Accum Depr Mach & Equip:	**-1,725,278.90**	
Total Capital Assets:	**4,715,993.44**	
Deferred outflows of resources		
SubAcctCode: 190 - Deferred outflows of resources (non-asset)		
180000 - Due from General Fund	185,118.00	
Total SubAcctCode 190 - Deferred outflows of resources (non-asset):	**185,118.00**	
Total Deferred outflows of resources:	**185,118.00**	
Total Assets:	**11,276,729.38**	**11,276,729.38**
Liability		
Current Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	-8,788.88	
202010 - Accounts Payable - Manual	602,665.95	
202100 - Unclaimed Property	0.00	
Total SubAcctCode 202 - Accounts Payable:	**593,877.07**	
SubAcctCode: 205 - Accrued Liabilities		
217100 - State Sales Tax Payable	30,928.90	
217300 - Gross Receipts Tax Payable	54,932.75	

	Balance
217350 - Additional Gross Receipts	15,393.88
Total SubAcctCode 205 - Accrued Liabilities:	**101,255.53**
SubAcctCode: 207 - Due to Other Funds	
207001 - Due to General Fund	457,488.59
207120 - Due To Grants	0.00
207420 - Due to Water/Sewer	-2,497,155.87
207430 - Due to Garbage/Mosquito Fund	21,134.37
Total SubAcctCode 207 - Due to Other Funds:	**-2,018,532.91**
SubAcctCode: 216 - Accrued liabilities - Salaries and Wages	
218000 - Accrued Payroll	9,260.38
218800 - Accrued Vacation Leave	28,817.34
Total SubAcctCode 216 - Accrued liabilities - Salaries and Wages:	**38,077.72**
Total Current Liabilities:	**-1,285,322.59**
Current Liabilities payable from restricted assets	
SubAcctCode: 215 - Accrued interest	
215000 - Accrd. Int. Payable DEP	4,000.00
215100 - Accrued Interest Payable	1,178.34
Total SubAcctCode 215 - Accrued interest:	**5,178.34**
SubAcctCode: 220 - Deposits	
220100 - Customer Meter Deposits	905,491.95
223100 - Deferred Rev.-Balances	-8,280.00
Total SubAcctCode 220 - Deposits:	**897,211.95**
SubAcctCode: 234 - Current portion - Notes Payable	
234210 - NotePayable- FBC	157,111.05
Total SubAcctCode 234 - Current portion - Notes Payable:	**157,111.05**
Total Current Liabilities payable from restricted assets:	**1,059,501.34**
Noncurrent Liabilities	
SubAcctCode: 238 - Noncurrent Liabilities	
238000 - Net Pension Liability	97,086.00
238100 - Net Pension Liability OPEB	171,217.00
Total SubAcctCode 238 - Noncurrent Liabilities:	**268,303.00**
Total Noncurrent Liabilities:	**268,303.00**
Deferred inflows of resources	
SubAcctCode: 291 - OPEB Related (non-liability)	
239100 - OPEB	13,024.00
Total SubAcctCode 291 - OPEB Related (non-liability):	**13,024.00**
SubAcctCode: 292 - Pension Related (non-liability)	
239000 - Pension Related	292,741.00
Total SubAcctCode 292 - Pension Related (non-liability):	**292,741.00**
Total Deferred inflows of resources:	**305,765.00**
Total Liability:	**348,246.75**
Equity	
Net Position	
SubAcctCode: 247 - All Other Reserves	
247501 - Reserve/Due to cash Reserves	0.00
Total SubAcctCode 247 - All Other Reserves:	**0.00**
SubAcctCode: 271 - Fund Balance	
271000 - Fund Balance	992,797.20
Total SubAcctCode 271 - Fund Balance:	**992,797.20**
SubAcctCode: 272 - Retained Earnings	
272000 - Retained Earnings	0.00
273000 - Retained Earnings-Restatement	0.00
Total SubAcctCode 272 - Retained Earnings:	**0.00**

	Balance	
SubAcctCode: 274 - Invested in capital assets, net of related debt		
274000 - Invested in capital assets, net of related debt	4,558,882.39	
Total SubAcctCode 274 - Invested in capital assets, net of related debt:	**4,558,882.39**	
SubAcctCode: 275 - Restricted for construction and retirement of debt		
275000 - Restricted for construction and retirement of debt	344,352.00	
275001 - Restricted for working capital - FMPA	425,206.61	
Total SubAcctCode 275 - Restricted for construction and retirement of debt:	**769,558.61**	
SubAcctCode: 276 - Unrestricted		
276000 - Unrestricted	3,977,836.56	
Total SubAcctCode 276 - Unrestricted:	**3,977,836.56**	
Total Net Position:	**10,299,074.76**	
Total Beginning Equity:	**10,299,074.76**	
Total Revenue	4,509,570.74	
Total Expense	3,880,162.87	
Revenues Over/Under Expenses	**629,407.87**	
Total Equity and Current Surplus (Deficit):	**10,928,482.63**	
Total Liabilities, Equity and Current Surplus (Deficit):		**11,276,729.38**

	Balance
Fund: 420 - WATER/SEWER FUND	
Assets	
Current Assets	
SubAcctCode: 101 - Investments	
101000 - Operating Account	652,404.26
101101 - Water/Sewer Revenue	2,956,032.23
101503 - Water Sewer Conting Reserves	266,257.24
Total SubAcctCode 101 - Investments:	**3,874,693.73**
SubAcctCode: 115 - Receivables - Accounts	
115100 - A/R - Customers	465,879.31
115110 - Accrued Unbilled Revenue	212,700.17
115200 - Misc. A/R	7,425.00
115525 - Interest Rec. Sewer	0.00
Total SubAcctCode 115 - Receivables - Accounts:	**686,004.48**
SubAcctCode: 117 - Allowance for Uncollectible Accounts Receivable	
	-39,393.29
Total SubAcctCode 117 - Allowance for Uncollectible Accounts Receivable :	**-39,393.29**
SubAcctCode: 121 - Assessments Receivable	
115400 - Assess. Rec. Sewer	0.00
115450 - Assess. Rec. Sewer	19,433.76
115460 - Assesment A/R 7	1,615.29
115470 - Assesment A/R #9	623,831.07
115480 - Assesment A/R #10	117,090.24
Total SubAcctCode 121 - Assessments Receivable:	**761,970.36**
SubAcctCode: 125 - Interest and Penalties Receivable	
115550 - Int.Rec. Sewer 6 C & D	36,224.42
115600 - Interest Rec. 7F	3,833.08
Total SubAcctCode 125 - Interest and Penalties Receivable:	**40,057.50**
SubAcctCode: 131 - Due from Other Funds	
131001 - Due from General Fund	-122,523.95
131301 - Due from General Fund Const	0.00
131410 - Due from Electric Fund	-2,497,155.87
131430 - Due from Garbage/Mosquito Fund	-424,346.62
Total SubAcctCode 131 - Due from Other Funds:	**-3,044,026.44**
SubAcctCode: 132 - Advances to other funds	
128901 - Note Rec.-Fire Truck LN	61,647.83
128903 - Note Receivable - Golf Greens	0.00
131250 - Due To GF-All Juice	317,511.91
131500 - Due From Other	-49,347.00
Total SubAcctCode 132 - Advances to other funds:	**329,812.74**
SubAcctCode: 141 - Inventory, at cost	
141000 - Inventory	217,323.81
Total SubAcctCode 141 - Inventory, at cost:	**217,323.81**
SubAcctCode: 155 - Prepaid Expense	
101930 - Prepaid Insurance	7,284.00
155000 - Unamortized Loan Costs	0.00
155100 - Accumulated Amortization	0.00
155200 - Unamoratized Loan Cost - 1st Bank	0.00
155300 - Accumulated Amortization	0.00
Total SubAcctCode 155 - Prepaid Expense:	**7,284.00**
SubAcctCode: 171 - Estimated Revenues	
171000 - Estimated Revenue	0.00
Total SubAcctCode 171 - Estimated Revenues:	**0.00**
Total Current Assets:	**2,833,726.89**
Restricted Assets	
SubAcctCode: 102 - Restricted Investments	
101102 - 2010 FB Note Pmt Acct	30.00

	Balance
101104 - 2010 SE SWR CRA Proceeds	0.00
101105 - CS Water Sewer Revenue	0.00
101205 - Water & Sewer C.I.P.	214,677.77
101206 - Water Plant Construction	357,709.85
101207 - SBA Water Plant Reserves	0.00
101208 - Seacoast Water Plant Reserves	450,395.85
101209 - DEP 260410 Loan Debt Service	12,785.43
101505 - Sewer Capital Imp.	87,186.89
101950 - Impact Fee Account	811,154.07
160901 - WTP-Reserve Account	778,855.00
160905 - COC-Short Lived Asset Reserve Fund	635,000.00
160906 - COC-W/S Rev Bonds Redemption Accoun	598,113.08
Total SubAcctCode 102 - Restricted Investments:	**3,945,907.94**
Total Restricted Assets:	**3,945,907.94**
Capital Assets	
SubAcctCode: 161 - Land	
161000 - Land	642,475.07
Total SubAcctCode 161 - Land:	**642,475.07**
SubAcctCode: 162 - Depreciable - Buildings	
162500 - Buildings - Sewer	18,499.20
Total SubAcctCode 162 - Depreciable - Buildings:	**18,499.20**
SubAcctCode: 164 - Depreciable - Infrastructure	
164000 - Improvements O/T Buildings	13,373,081.80
164001 - Water Production Wells	1,841,513.00
164002 - Water Injection Well	4,943,153.00
164003 - WTP & Wells - Engineering	1,587,612.00
164004 - WTP & Wells - Constr. Interest	649,349.51
164005 - WTP& Wells - Other	201,325.13
164175 - Water Mains	1,367,005.84
164225 - Water Pipe & Fittings	728,306.01
164250 - FireHydrants	23,487.90
164400 - Sewer Treatment Plant	3,469,279.49
164450 - Sewer Spray Field	768,293.44
164550 - Sewer Lines	7,989,328.25
Total SubAcctCode 164 - Depreciable - Infrastructure:	**36,941,735.37**
SubAcctCode: 165 - Accum Depr Imp OT Bldg	
165000 - Allow/Depr.-Imp. O/T Bldgs.	-13,725,478.04
Total SubAcctCode 165 - Accum Depr Imp OT Bldg:	**-13,725,478.04**
SubAcctCode: 166 - Depreciable - Mach & Equip	
166000 - Machinery & Equipment	106,522.25
166100 - Autos & Trucks	145,917.38
166150 - Other - Water	224,405.73
166175 - Water Meters	271,423.50
166400 - Electric Meters	1,125.00
166430 - Computer Software	111,412.77
166450 - Other - Sewer	1,040,592.27
Total SubAcctCode 166 - Depreciable - Mach & Equip:	**1,901,398.90**
SubAcctCode: 167 - Accum Depr Mach & Equip	
167000 - Allow/Depr.-Mach. & Equip.	-1,515,593.97
167100 - Allow/Dep.	-39,055.30
Total SubAcctCode 167 - Accum Depr Mach & Equip:	**-1,554,649.27**
SubAcctCode: 169 - Construction In Progress	
169001 - CIP N. Swr Expnsn	0.00
169002 - CIP SE Swr Expnsn	0.00
169983 - CIP-Injection Well	16,318.07
169984 - CIP-Water Treatment Plant	26,770.83
169985 - CIP - Other	0.00
169986 - CIP-Cap Projects int	0.00

	Balance	
169987 - CIP-WWTP Expansion	1,074,327.20	
Total SubAcctCode 169 - Construction In Progress:	**1,117,416.10**	
Total Capital Assets:	**25,341,397.33**	
Deferred outflows of resources		
SubAcctCode: 190 - Deferred outflows of resources (non-asset)		
180000 - Due from General Fund	75,729.00	
Total SubAcctCode 190 - Deferred outflows of resources (non-asset):	**75,729.00**	
Total Deferred outflows of resources:	**75,729.00**	
Total Assets:	**32,196,761.16**	**32,196,761.16**
Liability		
Current Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	280,463.00	
202010 - Accounts Payable - Manual	-102,595.53	
218100 - P/R - FICA	0.00	
218300 - P/R - Dependent Health	0.00	
218301 - P/R - Dependent Dental	0.00	
218302 - Vision Plan	0.00	
218505 - P/R - J/H & Minn. Life Ins.	0.00	
218510 - P/R - Pre-paid Legal	0.00	
218515 - P/R-Mutual of Omaha Life	0.00	
218550 - P/R - AFLAC	0.00	
218600 - P/R - Child Support	0.00	
218650 - P/R - Deferred Comp.457	0.00	
Total SubAcctCode 202 - Accounts Payable:	**177,867.47**	
SubAcctCode: 207 - Due to Other Funds		
207001 - Due to General Fund	582,782.01	
207410 - Due to Electric Fund	40,391.59	
207430 - Due to Garbage/Mosquito Fund	68.40	
Total SubAcctCode 207 - Due to Other Funds:	**623,242.00**	
SubAcctCode: 216 - Accrued liabilities - Salaries and Wages		
218000 - Accrued Payroll	7,467.67	
218800 - Accrued Vacation Leave	24,646.49	
Total SubAcctCode 216 - Accrued liabilities - Salaries and Wages:	**32,114.16**	
SubAcctCode: 223 - Deferred Revenue		
223100 - Deferred Rev.-Balances	0.00	
Total SubAcctCode 223 - Deferred Revenue:	**0.00**	
Total Current Liabilities:	**833,223.63**	
Current Liabilities payable from restricted assets		
SubAcctCode: 209 - Liabilities to be Paid from Restricted Assets		
209990 - Payroll Clearing Acct.	0.00	
215100 - Accrued Interest Payable	41,950.68	
215200 - Accrued Int Payable-Notes	4,930.23	
Total SubAcctCode 209 - Liabilities to be Paid from Restricted Assets:	**46,880.91**	
SubAcctCode: 232 - Revenue Bonds Payable - Current Portion		
232100 - Rev. Bond Loan 91-02	137,000.00	
232200 - Rev. Bond Loan 91-05	110,000.00	
Total SubAcctCode 232 - Revenue Bonds Payable - Current Portion:	**247,000.00**	
SubAcctCode: 234 - Current portion - Notes Payable		
234100 - SRF 260400	34,709.88	
234110 - SRF 260401	17,366.83	
234115 - SRF 260410	21,351.60	
Total SubAcctCode 234 - Current portion - Notes Payable:	**73,428.31**	
Total Current Liabilities payable from restricted assets:	**367,309.22**	

	Balance
Noncurrent Liabilities	
SubAcctCode: 233 - Long Term Portion - Bonds and Notes Payable	
233000 - Rev. Bonds Payable - #91-02	6,842,000.00
233100 - Rev. Bonds Payable - #91-05	5,475,000.00
233110 - Note Pay - DEP CARRA	436,549.70
233120 - Note Pay - DEP Direct	218,128.71
233125 - SRF 260410	0.00
233130 - Note Pay - 1st Bank - S Side	0.00
233200 - Sewer Impact - Trust Fund	619,196.40
233201 - Water Impact - Trust Fund	0.00
Total SubAcctCode 233 - Long Term Portion - Bonds and Notes Payable:	**13,590,874.81**
SubAcctCode: 238 - Noncurrent Liabilities	
238000 - Net Pension Liability	34,680.00
238100 - Net Pension Liability OPEB	170,972.00
Total SubAcctCode 238 - Noncurrent Liabilities:	**205,652.00**
Total Noncurrent Liabilities:	**13,796,526.81**
Deferred inflows of resources	
SubAcctCode: 291 - OPEB Related (non-liability)	
239200 - OPEB	13,004.00
Total SubAcctCode 291 - OPEB Related (non-liability):	**13,004.00**
SubAcctCode: 292 - Pension Related (non-liability)	
239000 - Pension Related	119,757.00
Total SubAcctCode 292 - Pension Related (non-liability):	**119,757.00**
Total Deferred inflows of resources:	**132,761.00**
Total Liability:	**15,129,820.66**
Equity	
Net Position	
SubAcctCode: 241 - Appropriations	
241000 - Appropriations	0.00
Total SubAcctCode 241 - Appropriations:	**0.00**
SubAcctCode: 247 - All Other Reserves	
247000 - Reserve/Debt Service	184,558.00
247400 - Reserve/Cap Bld Up Renewal & Replac	107,920.00
247501 - Reserve/Due to cash Reserves	1,779,428.59
Total SubAcctCode 247 - All Other Reserves:	**2,071,906.59**
SubAcctCode: 253 - Contributions Assessmen	
253100 - Reserve - Water Impact Fees	281,503.49
253200 - Reserve - Sewer Impact Fees	368,742.61
Total SubAcctCode 253 - Contributions Assessmen:	**650,246.10**
SubAcctCode: 271 - Fund Balance	
271000 - Fund Balance	203,014.91
Total SubAcctCode 271 - Fund Balance:	**203,014.91**
SubAcctCode: 272 - Retained Earnings	
272000 - Retained Earnings	14,315,288.14
273000 - Retained Earnings-Restatement	0.00
Total SubAcctCode 272 - Retained Earnings:	**14,315,288.14**
SubAcctCode: 274 - Invested in capital assets, net of related debt	
274000 - Invested in capital assets, net of related debt	0.00
Total SubAcctCode 274 - Invested in capital assets, net of related debt:	**0.00**
Total Net Position:	**17,240,455.74**
Total Beginning Equity:	**17,240,455.74**

	Balance
Total Revenue	1,421,402.60
Total Expense	1,594,917.84
Revenues Over/Under Expenses	**-173,515.24**
Total Equity and Current Surplus (Deficit):	**17,066,940.50**
Total Liabilities, Equity and Current Surplus (Deficit):	**32,196,761.16**

	Balance	
Fund: 430 - SOLID WASTE		
Assets		
Current Assets		
SubAcctCode: 101 - Investments		
101000 - Operating Account	0.00	
101900 - Solid Waste P & I	54,174.18	
Total SubAcctCode 101 - Investments:	**54,174.18**	
SubAcctCode: 115 - Receivables - Accounts		
115100 - A/R - Customers	206,355.59	
115110 - Accrued Unbilled Revenue	58,997.44	
115200 - Misc. A/R	21,166.00	
Total SubAcctCode 115 - Receivables - Accounts:	**286,519.03**	
SubAcctCode: 117 - Allowance for Uncollectible Accounts Receivable		
117001 - Est. Uncollectable Revenue	-15,590.58	
Total SubAcctCode 117 - Allowance for Uncollectible Accounts Receivable :	**-15,590.58**	
SubAcctCode: 131 - Due from Other Funds		
131001 - Due from General Fund	1,169.00	
131410 - Due from Electric Fund	21,134.37	
131420 - Due from Water/Sewer	68.40	
Total SubAcctCode 131 - Due from Other Funds:	**22,371.77**	
SubAcctCode: 155 - Prepaid Expense		
101930 - Prepaid Insurance	15,236.00	
Total SubAcctCode 155 - Prepaid Expense:	**15,236.00**	
SubAcctCode: 171 - Estimated Revenues		
171000 - Estimated Revenue	0.00	
Total SubAcctCode 171 - Estimated Revenues:	**0.00**	
Total Current Assets:	**362,710.40**	
Capital Assets		
SubAcctCode: 162 - Depreciable - Buildings		
162000 - Buildings	47,454.24	
162200 - Building-Post Office	0.00	
Total SubAcctCode 162 - Depreciable - Buildings:	**47,454.24**	
SubAcctCode: 163 - Accum Depr Buildings		
163000 - Bldgs.-Allow Depreciation	-19,417.72	
Total SubAcctCode 163 - Accum Depr Buildings:	**-19,417.72**	
SubAcctCode: 166 - Depreciable - Mach & Equip		
166000 - Machinery & Equipment	478,932.04	
166100 - Autos & Trucks	1,480,322.18	
166600 - Other	0.00	
Total SubAcctCode 166 - Depreciable - Mach & Equip:	**1,959,254.22**	
SubAcctCode: 167 - Accum Depr Mach & Equip		
167000 - Allow/Depr.-Mach. & Equip.	-1,468,510.90	
Total SubAcctCode 167 - Accum Depr Mach & Equip:	**-1,468,510.90**	
Total Capital Assets:	**518,779.84**	
Deferred outflows of resources		
SubAcctCode: 190 - Deferred outflows of resources (non-asset)		
180000 - Due from General Fund	42,072.00	
Total SubAcctCode 190 - Deferred outflows of resources (non-asset):	**42,072.00**	
Total Deferred outflows of resources:	**42,072.00**	
Total Assets:	**923,562.24**	**923,562.24**
Liability		
Current Liabilities		
SubAcctCode: 202 - Accounts Payable		
202000 - Accounts Payable	2,102.00	

	Balance
202010 - Accounts Payable - Manual	0.00
Total SubAcctCode 202 - Accounts Payable:	**2,102.00**
SubAcctCode: 207 - Due to Other Funds	
207001 - Due to General Fund	163,256.52
207410 - Due to Electric Fund	-35,429.47
207420 - Due to Water/Sewer	-424,346.62
Total SubAcctCode 207 - Due to Other Funds:	**-296,519.57**
SubAcctCode: 216 - Accrued liabilities - Salaries and Wages	
218000 - Accrued Payroll	2,328.89
218800 - Accrued Vacation Leave	13,076.72
Total SubAcctCode 216 - Accrued liabilities - Salaries and Wages:	**15,405.61**
Total Current Liabilities:	**-279,011.96**
Current Liabilities payable from restricted assets	
SubAcctCode: 209 - Liabilities to be Paid from Restricted Assets	
209990 - Payroll Clearing Acct.	0.00
Total SubAcctCode 209 - Liabilities to be Paid from Restricted Assets:	**0.00**
Total Current Liabilities payable from restricted assets:	**0.00**
Noncurrent Liabilities	
SubAcctCode: 238 - Noncurrent Liabilities	
238000 - Net Pension Liability	20,919.00
238100 - Net Pension Liability OPEB	71,691.00
Total SubAcctCode 238 - Noncurrent Liabilities:	**92,610.00**
Total Noncurrent Liabilities:	**92,610.00**
Deferred inflows of resources	
SubAcctCode: 291 - OPEB Related (non-liability)	
239200 - OPEB	5,454.00
Total SubAcctCode 291 - OPEB Related (non-liability):	**5,454.00**
SubAcctCode: 292 - Pension Related (non-liability)	
239000 - Pension Related	66,532.00
Total SubAcctCode 292 - Pension Related (non-liability):	**66,532.00**
Total Deferred inflows of resources:	**71,986.00**
*****NOT ASSIGNED TO GROUP*****	
SubAcctCode: 247 - All Other Reserves	
247100 - Reserve/Employee Pension	0.00
Total SubAcctCode 247 - All Other Reserves:	**0.00**
Total ***NOT ASSIGNED TO GROUP*:**	**0.00**
Total Liability:	**-114,415.96**
Equity	
Net Position	
SubAcctCode: 241 - Appropriations	
241000 - Appropriations	0.00
Total SubAcctCode 241 - Appropriations:	**0.00**
SubAcctCode: 247 - All Other Reserves	
247501 - Reserve/Due to cash Reserves	0.00
Total SubAcctCode 247 - All Other Reserves:	**0.00**
SubAcctCode: 271 - Fund Balance	
271000 - Fund Balance	-92,993.96
Total SubAcctCode 271 - Fund Balance:	**-92,993.96**
SubAcctCode: 272 - Retained Earnings	
272000 - Retained Earnings	0.00
273000 - Retained Earnings-Restatement	0.00
Total SubAcctCode 272 - Retained Earnings:	**0.00**

	Balance	
SubAcctCode: 273 - Contribution Reserve		
280000 - General Fund Revenues	0.00	
Total SubAcctCode 273 - Contribution Reserve:	**0.00**	
SubAcctCode: 274 - Invested in capital assets, net of related debt		
274000 - Invested in capital assets, net of related debt	518,779.84	
Total SubAcctCode 274 - Invested in capital assets, net of related debt:	**518,779.84**	
SubAcctCode: 276 - Unrestricted		
276000 - Unrestricted	527,665.07	
Total SubAcctCode 276 - Unrestricted:	**527,665.07**	
Total Net Position:	**953,450.95**	
Total Beginning Equity:	**953,450.95**	
Total Revenue	578,142.65	
Total Expense	493,615.40	
Revenues Over/Under Expenses	**84,527.25**	
Total Equity and Current Surplus (Deficit):	**1,037,978.20**	
Total Liabilities, Equity and Current Surplus (Deficit):		**923,562.24**

PROTECTIVE INSPECTIONS ACTIVITY REPORT FOR COMMUNITY DEVELOPMENT DEPARTMENT February 2020

Building Department

- Issued 36 permits
- Performed 77 inspections
- Performed 36 plan reviews
- Serviced phone: 280 walk-in: 120 customers (both by phone & walk-ins)
- Lien searches researched – 9
- Business Licenses issued – 6
- Issued (2) yard sale permits
- Prepared monthly report for U.S. Census Bureau
- Prepared monthly report for SW Florida Regional Planning Council
- Prepared monthly report for Hendry County Property Appraiser

Planning & Zoning

- No Meeting

Community Redevelopment Agency

- No Meeting

Building Board

- No Meeting

Fire Marshal & Fire Department

- The fire department responded to:

9	First Responder calls
20	City calls
22	County calls
12	Fire inspections

February 2020 Monthly Inspections				
Inspected Date	Permit#	Inspection Type	Result	Inspector
2/3/2020	19-0415	FORM BOARD	Pass	TReese
2/4/2020	19-0282	WINDOW/DOOR	Pass	TReese
2/4/2020	20-0003	FINAL	Pass	TReese
2/5/2020	19-0282	FINAL	Pass	TReese
2/5/2020	20-0013	DRY-IN	Pass	TFisher
2/5/2020	20-0013	CONFINSP	Pass	TReese
2/5/2020	20-0013	eInspType	Pass	TReese
2/5/2020	20-0013	eInspType	Pass	SScheflr
2/5/2020	20-0013	CONFINSP	Pass	TReese
2/6/2020	20-0013	CONFINSP	Pass	TFisher
2/7/2020	19-0155	Driveway Apron Final	Pass	TReese
2/7/2020	19-0157	Driveway Apron Final	Pass	TReese
2/7/2020	19-0155	Driveway Apron Rough	Pass	TReese
2/7/2020	20-0025	ELECT-R	Pass	TFisher
2/7/2020	20-0025	ELECT-F	Pass	TFisher
2/7/2020	20-0025	CONFINSP	Pass	TFisher
2/7/2020	20-0025	CONFINSP	Pass	TFisher
2/10/2020	20-0017	FRAME	Pass	TReese
2/10/2020	20-0017	ELECT-R	Pass	TReese
2/10/2020	20-0017	WINDOW/DOOR	Pass	TReese
2/10/2020	20-0017	CONFINSP	Pass	TFisher
2/11/2020	20-0017	CONFINSP	Pass	TFisher
2/11/2020	20-0017	CONFINSP	Pass	TFisher
2/12/2020	19-0150	FOOTER	Pass	TReese
2/12/2020	19-0150	ELECT-R	Pass	TFisher
2/12/2020	20-0026	FINAL	Pass	TReese
2/13/2020	20-0026	CONFINSP	Pass	TReese
2/13/2020	20-0026	CONFINSP	Pass	TReese
2/17/2020	20-0026	CONFINSP	Pass	TReese
2/18/2020	20-0000	Final	Pass	TReese
2/18/2020	20-0014	DRY-IN	Pass	TReese
2/18/2020	20-0014	FINAL	Pass	TReese
2/18/2020	20-0019	WINDOW/DOOR	Pass	TFisher
2/18/2020	20-0029	MF	Pass	TReese
2/18/2020	20-0037	MF	Pass	TReese
2/19/2020	20-0037	CONFINSP	Pass	TReese
2/19/2020	20-0037	eInspType	Pass	TFisher
2/19/2020	20-0037	eInspType	Pass	TFisher
2/19/2020	20-0037	CONFINSP	Pass	TReese
2/19/2020	20-0037	CONFINSP	Pass	TReese
2/19/2020	20-0037	CONFINSP	Pass	TReese
2/19/2020	20-0037	eInspType	Pass	TReese
2/19/2020	20-0037	eInspType	Pass	TReese
2/19/2020	20-0020	eInspType	Pass	TReese
2/19/2020	20-0020	eInspType	Pass	TReese

2/19/2020	20-0020	CONFINSP	Pass	TReese
2/19/2020	20-0020	eInspType	Pass	TReese
2/19/2020	20-0020	eInspType	Pass	TReese
2/19/2020	20-0020	eInspType	Pass	TFisher
2/19/2020	20-0020	Initial	Pass	TFisher
2/20/2020	20-0020	CONFINSP	Pass	TFisher
2/20/2020	20-0020	eInspType	Pass	TFisher
2/24/2020	20-0020	DRY-IN	Pass	TFisher
2/26/2020	20-0019	REINSPEC	Pass	TFisher
2/26/2020	20-0019	CONFINSP	Pass	TFisher
2/26/2020	20-0019	BLDG-FNL	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	20-0019	eInspType	Pass	TFisher
2/26/2020	19-0408	CONFINSP	Pass	TFisher
2/26/2020	19-0408	CONFINSP	Pass	TFisher
2/26/2020	19-0408	CONFINSP	Pass	TFisher
2/27/2020	19-0408	CONFINSP	Pass	TFisher
2/27/2020	19-0408	Landscap	Pass	TFisher
2/28/2020	19-0408	eInspType	Pass	TReese
2/28/2020	19-0408	BLDG-FNL	Pass	TReese
2/28/2020	20-0045	REINSPEC	Pass	TReese
2/28/2020	20-0045	CONC-R	Pass	TReese
2/28/2020	20-0045	REINSPEC	Pass	TReese
2/28/2020	19-0318	FRAME	Pass	TReese
2/28/2020	19-0318	PLMB-RGH	Pass	TReese
2/28/2020	19-0318	eInspType	Pass	TReese
Total 77				

February 2020 Monthly Permits								
Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Clyde Johnson Contracting & Roofing, Inc.	Bass & Sun Condominium, Inc.	2/3/2020	CONCRETE	20-0018	500 N Francisco St	1,500.00	0	89.7
Southland Exteriors LLC	John C & Sandra R Perry Jr.	2/3/2020	BLDG-RMR	20-0019	105 Myrtle Ln	11,133.00	0	141.7
Bryant Roofing LLC	Gary D & Tabitha K Yebba	2/4/2020	REROOF	20-0020	409 E Pasadena Ave	1,800.00	0	89.7
Window World of South West Florida	Joseph P & Denise Roth	2/4/2020	BLDG-RMR	20-0021	1021 Ponce de Leon Ave	16,917.00	0	167.7
Johnson Controls Fire Proection	B.A. Hospitality LLC	2/4/2020	ELECT	20-0022	305 W Sugarland Hwy	40,329.00	0	292.5
Owner	David & Jeannie Barnes	2/4/2020	ACC-BLDG	20-0023	312 De Soto Ave	7,130.00	0	120.9
Owner	Cafe Tropical	2/5/2020	TMP-SIGN	20-0024	307 E Sugarland Hwy	120	0	45
Taylor Electric & Air Conditioning, Inc.	Earnest Munter	2/5/2020	ELECT	20-0025	904 N Berner Rd	1,760.00	0	89.7
RomArc Construction Services LLC	Cafe Tropical	2/7/2020	SIGN	20-0026	307 E Sugarland Hwy	150	0	84.5
Owner	Dennis Earl & Nena M Bolan	2/10/2020	FENCE	20-0027	301 San Luiz Ave	3,000.00	94.9	0
Owner	Robbie S Pineda	2/10/2020	BLDG-RMR	20-0028	425 W Trinidad Ave	2,500.00	0	89.7
AG Services Maintenance & Repair Inc	M & K's LLC	2/11/2020	MECH	20-0029	432 W Sugarland Hwy	3,200.00	0	0
IMC Services & Design LLC	J Davis & Elizabeth Forbes Jr.	2/11/2020	REROOF	20-0030	645 E Avenida Del Rio	11,000.00	0	136.5
Taylor Electric & Air Conditioning, Inc.	Loretta Riedling	2/12/2020	MECH	20-0031	333 E Osceola Ave	3,800.00	0	100.1
Taylor Electric & Air Conditioning, Inc.	City of Clewiston	2/12/2020	MECH	20-0032	300 S Berner Rd	17,450.00	0	172.9
Superior Contracting of South Florida	Luther C & Sherry M Davis	2/12/2020	REROOF	20-0033	704 E Avenida del Rio	11,250.00	0	141.7
Clyde Johnson Contracting & Roofing, Inc.	Ruby & Willie Alexander	2/12/2020	REROOF	20-0034	522 E Ventura Ave	5,700.00	0	110.5

Price Electric Contracting, Inc.	Anna P Clinard	2/14/2020	ELECT	20-0035	512 E Del Monte Ave	1,500.00	84.5	0
Clyde Johnson Contracting & Roofing, Inc.	Bass & Sun Condominium, Inc.	2/13/2020	REROOF	20-0036	500 N Francisco St	103,000.00	0	614.9
AG Services Maintenance & Repair Inc	Kawsar & Mohammed Qumruzzamad	2/14/2020	MECH	20-0037	423 W Sugarland Cir	4,000.00	0	100.1
Universal Group	Robbie S Pineda	2/14/2020	REROOF	20-0038	425 W Trinidad Ave	4,500.00	0	105.3
Clyde Johnson Contracting & Roofing, Inc.	Randy Allison	2/14/2020	REROOF	20-0039	701 E Esperanza	7,000.00	0	115.7
Go Solar Power, LLC	Paula Skaggs	2/18/2020	ELECT	20-0040	119 Balboa Place	70,412.00	0	443.3
Clyde Johnson Contracting & Roofing, Inc.	Shirley E Kelley	2/19/2020	REROOF	20-0041	812 W Alverdez Ave	8,500.00	0	126.1
Clyde Johnson Contracting & Roofing, Inc.	James & Sonia Underwood	2/19/2020	REROOF	20-0042	916 Sawgrass St	6,550.00	0	115.7
Owner	of Clewiston, LLC Orchard Park	2/19/2020	FENCE	20-0043	548 Old Farm Place	1,300.00	0	89.7
F.O.G., LLC	Muaied Mohamad Abuasbeh	2/19/2020	FENCE	20-0044	347 W Trinidad Ave	100	84.5	0
Owner	of Clewiston, LLC Orchard Park	2/20/2020	CONCRETE	20-0045	553 Old Farm Place	1,000.00	0	84.5
Owner	of Clewiston, LLC Orchard Park	2/20/2020	ACC-BLDG	20-0046	725 Harvest Ln	4,000.00	100.1	0
Owner	of Clewiston, LLC Orchard Park	2/21/2020	ACC-BLDG	20-0047	713 Harvest Ln	3,525.00	0	100.1
Owner	Mary A Schad	2/24/2020	ACC-BLDG	20-0048	410 E Royal Palm Ave	2,500.00	94.9	0
Owner	of Clewiston, LLC Orchard Park	2/24/2020	ACC-BLDG	20-0049	557 Old Farm Place	77	0	100.1
Owner	Doug & Sharon Mendoza	2/25/2020	ACC-BLDG	20-0050	906 Popash Cir	9,000.00	0	126.1
Overhead Door Co. of Ft. Myers	Terence H & Maria S Gardner	2/28/2020	BLDG-RMR	20-0051	1015 Ponce de Leon Ave	1,360.00	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Dorothy B Linder	2/28/2020	REROOF	20-0052	815 N Lopez St	8,500.00	0	126.1

Universal Group	The Secretary of Housing & Urban Development	2/28/2020	BLDG-RMR	20-0053	415 W Pasadena Ave	9,000.00	0	126.1
Total 36					Total	384,563.00	458.9	4331.1

CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE AARON ANGELL

Crime Trends By Month

Report Date: 1/1/2020 - 12/31/2020

Unfounded Reports Not Included

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Sodomy	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Fondling	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	1	1	0	0	0	0	0	0	0	0	0	2
Agg Assault	0	1	0	0	0	0	0	0	0	0	0	0	1
Burglary	2	4	1	0	0	0	0	0	0	0	0	0	7
Pocket Picking	0	0	0	0	0	0	0	0	0	0	0	0	0
Purse Snatching	0	0	1	0	0	0	0	0	0	0	0	0	1
Shop Lifting	4	2	1	0	0	0	0	0	0	0	0	0	7
Theft / Building	0	0	1	0	0	0	0	0	0	0	0	0	1
Theft / Coin Op	0	1	0	0	0	0	0	0	0	0	0	0	1
Theft / Mot Veh	1	0	0	0	0	0	0	0	0	0	0	0	1
Mot Veh Parts	1	0	0	0	0	0	0	0	0	0	0	0	1
Bicycles	0	1	0	0	0	0	0	0	0	0	0	0	1
Other Larceny	1	1	0	0	0	0	0	0	0	0	0	0	2
Motor Veh Theft	1	1	1	0	0	0	0	0	0	0	0	0	3
FORCED SEX TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0
LARCENY TOTAL:	7	5	3	0	0	0	0	0	0	0	0	0	15
ALL PART 1 OFFENSES:	54	45	22	0	0	0	0	0	0	0	0	0	121
PART 1 CLEARANCES:	38	32	15	0	0	0	0	0	0	0	0	0	85
CLEARANCE PERCENT:	70.4	71.1	68.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	70.2

City of Clewiston
Public Works Department
Monthly Productivity Report
Feburary 1, 2020 thru Feburary 29, 2020

Fleet Management

Units worked on

Fire Dept.	4	Solid Waste	6
Electric Dept.	4	Streets	4
Utilities	4	Recreation	6
Police Dept.	6	Animal Control	2
Golf Course	2		
	2		

Facility Maintenance

Clerical hrs.	23	Pressure washing hrs.	37
Plumbing hrs.	16	Painting hrs	26
Eelectrical repair hrs.	27	Building repairs hrs	116
Air conditioning repair	1		

Solid Waste

Commercial (Tons)	313.21	Horticulture (Tons)	38.49
Residential (Tons)	345.26	Recycled material (Lbs	158
Roll-offs in service	12	Roll-off revenue	$1,650.00
Recycled scrap metal (	3.79	Scrap metal revenue	$118.80
Tipper carts placed	5	Shopping carts collecte	5

Streets and Sidewalks

Drainage

Catch basins repaired	3	Catch basins inspected	3
Catch basins cleaned	3	Basin debris (Tons)	2.38
Streets swept (miles)	25	Street debris (Tons)	7.99
Street repairs hrs	12		

Signs

Information signs	4	Signs repaired	6
Regulatory signs	3		

Landscaping

Trees trimmed (Hrs)	4	Fplants planted	94
Weed control (gallons	20	Manual weed control (	3
Litter Control (Lbs)	521	Mowing (Hrs)	59
Sprinkler repairs (Hrs)	10	Mulching (Hrs)	28

Note : *8 Hours were spent preparing the JBA for the Tevo event.*
6 Hours were spent repairing pavement at the Golf Course.
11 Hours were spent installing ballards at the PD genarator fuel tank.
43 Hours were spent beginning installation of guard rails on S. Berner Rd. .
12 Hours were spent installing a concrete Bull Noze in the PD parking lot.
10 Hours were spent picking up Palm branches on US 27.
8 Hours were spent on the north side on manual garbage pick up.
8 Hours were spent preparing for the Miss Sugar pagant.
Staff fertilized and mulched all Palm treews on US 27.
Staff installed (2) concrete picnic tables in the Civic Park at memorial.

Monthly Facility & Park Rentals

JANUARY RENTALS

Facility/Park	Rentals	Resident Status
John Boy Auditorium	6	4 Nonprofit, 1 Government, 1 Church
Beardley Room	1	Resident
Youth Center	5	2 Non Residents, 1 Nonprofit, 1 Resident, 1 County Resident
C.S. Mott Pool	0	
STP Pavilion #1	1	Non Resident
STP Pavilion #2	0	
STP Pavilion #3	1	Resident
STP Pavilion #4	1	Resident
Sugarland Park Pavilion	2	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 MAR 2020

ELECTRIC DEPARTMENT

Kwh purchased	6,804,580	Month of Feb
Kwh sold	6,570,706	
Total Electric Meters	4,156	

OUTAGES	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
	265	1,726	6	44 minutes
Street Light repairs	11			
Voltage checks	4			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	29,821	15,540	48 Million Gallons
Total Water Meters	3695		
Water Breaks	2		

SEWER PLANT

Gallons Processed	1.35	Month of Feb

OFFICE ACTIVITY

New Accounts (Move Ins)	55
Closed Accounts (Move Outs)	23
Disconnects for Nonpayment	116
Reconnects from Nonpayment	113
Meter Rereads Completed	16
All Locates	48
All Meter Changes	52
Miscellaneous	44
Trim Tree	1
Total other Work Orders completed	23
Total Work Orders Completed by all Departments	508