



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION MEETING

Monday, October 21, 2024 – 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the City Clerk's Office until 3:00 PM on the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. City Commission meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

1. Consent Agenda

- A. *City Commission Workshop Minutes – January 16, 2024*
- B. *City Commission Meeting Minutes – August 19, 2024*
- C. *City Commission Tentative Millage & Budget Hearing Minutes – September 5, 2024*
- D. *City Commission Meeting and Final Budget Hearing Minutes – September 16, 2024*
- E. *Special City Commission Meeting Minutes – October 7, 2024*
- F. *Proclamation – Mobility Week – October 25 – November 2, 2024*
- G. *Event Application Amendment – CHS Homecoming Parade – October 25, 2024*
- H. *Resolution No. 2024-075 – approves the extension of the 2022 Ground Mosquito Control Contract with Vector Disease Control International*
- I. *Resolution No. 2024-076 – approves the extension of the 2022 Aerial Mosquito Control Contract with Vector Disease Control International*
- J. *Resolution No. 2024-077 – approves the Memorandum of Understanding between the United Way Lee Hendry and Glades 988 Crisis Line and Clewiston Police Department*
- K. *Resolution No. 2024-078 – Satisfaction of Deferred Payment Loan Agreement*
- L. *Resolution No. 2024-079 – Davey Tree Expert Company Vegetation Services Agreement Amendment*
- M. *Resolution No. 2024-080 – Florida City Government Week – October 21-27, 2024*

Exhibit: Agenda Item No. 1A-M

Recommendation: Recommended motion is to approve the consent agenda.

PRESENTATION

2. Tetra Tech - Ventura Avenue Project Update

PUBLIC HEARING

3. **Ordinance No. 2024-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.** - Ordinance No. 2024-03 amends the Clewiston Code of Ordinances, § 50-7, Storage on Private Property.
- Exhibit:** Agenda Item No. 3
- Recommendation:** Recommended motion is to table the final reading of Ordinance No. 2024-03 to a date certain of December 16, 2024.

ORDINANCE

4. **Ordinance No. 2024-15 – First Reading** - Ordinance No. 2024-15 amends the Clewiston Code of Ordinances, Chapter 14, Animals; amending Section 14-28 Running at large prohibited; and creating Section 14-106 Unregulated Sale of Dogs and Cates Prohibited.
- Exhibit:** Agenda Item No. 4
- Recommendation:** Recommended motion is to approve Ordinance No. 2024-15 on first reading and set the public hearing for November 18, 2024.

RESOLUTION

5. **Resolution No. 2024-081** – Resolution No. 2024-081 approves Standard Grant Agreement L0016 between the State of Florida Department of Environmental Protection and the City of Clewiston for the Clewiston Harlem Community Water Line Replacement Project.
- Exhibit:** Agenda Item No. 5
- Recommendation:** Recommended motion is to approve Resolution No. 2024-081.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

6. **Discussion – Lease Renewals with Little Disciples Learning Center, Inc. and Hope Hospice Community Services, Inc.** – At the September 16, 2024 Commission Meeting, these items were tabled for discussion.
7. **Old Business**
8. **Departmental Monthly Activity Reports** - Presented for information only.
9. **Comments from City Manager**
10. **Comments from City Attorney**
- As requested by the City Commission at the September 16, 2024 Commission Meeting, a list of code enforcement liens on non-homestead properties is provided.

11. Comments from the City Commission

Adjournment

Comment Cards: Anyone from the public wishing to address the City Commission, it is requested that you complete a Comment Card before speaking. Please fill it out completely with your full name and address so that your comments can be entered correctly in the minutes and given to the City Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comments. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodation in order to participate should contact the City Clerk's Office (863-983-1484), at least 48 hours in advance to request such accommodation.

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.

Lakisha Burch, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP
Tuesday, January 16, 2024

The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Tuesday, January 16, 2024. The workshop was called to order at 3:09 p.m. by Mayor James Pittman.

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

Personnel present: City Manager Randy Martin, Police Chief Tom Lewis, Code Enforcement Officer Debbie Clay, IT Administrator Justin Lucas, Finance Director Shari Howell and City Attorney Dylan Brandenburg

Visitors present: Jerry Cochrane

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that there were no additions, deletions or changes to the Agenda.

- 1. Draft Ordinances – Parks and Trespass** – City Attorney Brandenburg drafted an ordinance for review. The draft amends chapter 62, Article IV, Public Parks to include hours of operation and prohibited uses. Article V, Trespassing, was created. Attorney Brandenburg outlined the article and Police Chief Lewis stated that state statutes are hard to enforce so this may solve the black and white language for the city to enforce more effectively.
- 2. RV Parking Ordinance Discussion** – Manager Martin reviewed an alternative ordinance with the City Engineer and staff. Commissioner Hyslope asked if existing carport structures could stay. Attorney Brandenburg said they can continue to exist until removed. Encroaching on the city right-of-way by any vehicle is always an enforceable violation. RV's can also never be inhabited. Mr. Jerry Cochrane stated that he feels the problem with RV's and other vehicles in the front of properties is only getting worse. He's brought this up for more than a year and sees no enforcement or improvement in the situation. Commissioner Hyslope thinks it may be a problem telling property owners what they can and can't keep on their property. Commissioner Gardner feels that a sample ordinance should be drafted incorporating changes in the language regarding limiting vehicles parking in the front yard. Discussion followed about lot size. It was noted that there are many smaller lots in town that can't accommodate a larger

motorhome in the back yard or possibly anywhere on the lot. Should the City be able to tell certain property owners what they can and can't purchase for their entertainment? Also discussed was the possibility of limiting the number of vehicles allowed on a single family residence. Commissioner Gardner noted that some homes have many vehicles but there are families who have grandparents living with them as well as older children who have cars/trucks. She asked how the city could set those limits. Mr. Cochrane expressed that he felt the Commission was becoming more liberal and favored certain areas of town. Commissioner Gardner stated that she would like to see the revised ordinance at a future workshop. City Manager Martin agreed to get it done.

- 3. Parks, Recreation & Leisure Services Operation Evaluation** – Commissioner Gardner stated that she had asked at the December workshop to invite the recreation board to attend this workshop; she was disappointed to see only one member present. City Manager Martin stated that the recreation advisory board was meeting on Thursday and the Commission was welcome to join them there. He then submitted a written evaluation for the Commission to review. He feels that the issues that are happening are management issues; not issues of the advisory board. Commissioner Gardner stated that there have been numerous citizen complaints regarding use of parks now for approximately 18 months with little or no improvement. City Manager Martin expressed his appreciation for the feedback and stated the he's been working hard to resolve the issues. Commissioner Gardner stated that manager should not be too involved with this when he has a city to run.

- 4. Commission Comments and Discussion** – none

Public Comments - none

Adjournment

Mayor Pittman declared the workshop adjourned with unanimous consensus of the members present at 4:54 p.m.

James Pittman, Mayor

Lakisha Burch, City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
August 19, 2024

The Clewiston City Commission held its regular meeting in the City Hall Commission Chambers on Monday, August 19, 2024. The meeting was called to order at 5:00 p.m. by Mayor James Pittman. Mayor Pittman gave the invocation and Roly Gonzalez, Jr. led the audience in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Danny Williams, City Clerk Kathy Combass, Assistant Utilities Director Lynne Mila, Police Chief Tom Lewis, Community Development Director/Fire Chief Travis Reese, Consulting Engineer David Trouteaud and City Attorney Dylan Brandenburg.

Visitors Present: Danny Nelson, Juan Bolivar, Ana Moore, Roly Gonzalez, Sr., Roly Gonzalez, Jr., Sam Humbert, Erik Fernandez, Izabella Vallejo, Fahima Emran, Vicente Hernandez, Gary P. Camplin, Jason Williams, Amanda Humbert, Bill Humbert, Lisa Sands, Leonard Moore, William Ward and Larry Tibbs.

Additions/Deletions/Changes and Approval of the Agenda – Manager Williams stated that Agenda Items 9, 17, 18, 19, 20 and 21 are tabled to the September 16, 2024 Commission Meeting Agenda.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to table Agenda Item Nos. 9, 17, 18, 19, 20 and 21, to the September 16, 2024 Commission Meeting. Vote 5 yeas, 0 nays

Public Comments – Mr. Roly Gonzalez, Sr. of 305 Via Del Aqua, came forward and asked for clarification on the current status of the Police Explorer Program. He expressed that he felt the explorers were left in the dark about the uncertainty of the program. He stated that he knows it is a surprise to Police Chief Lewis that he brought the explorers with him today to this meeting to share their thoughts. He then introduced Roly Gonzalez, Jr., Commanding Officer of the explorer program. Roly Gonzalez, Jr. stated that he wanted to speak against the termination of the program. He commented on the activities and lessons learned from the program and asked the Commission to think about the program's positive impact. Mr. Gonzalez, Jr. stated that Officers Roberts and Conyers were the lead officers of the program and were not aware that the explorers were coming to speak at this meeting. Mayor Pittman asked Police Chief Lewis to come forward to comment on the program. Chief Lewis confirmed that he had no idea the explorers were coming today and stated that there was no intention of ending the program. Commissioner Gardner stated that she was very surprised about the information that was brought forth; the Commission had been supporters of the program. She explained that all programs are reviewed at every budget cycle. She then applauded the explorers for their work and certifications received.

Mayor Pittman suggested the explorers first get with their lead officer and Chief Lewis to address any questions they have. He then congratulated the explorers for the certifications they received. Mayor Gardner suggested the explorers along with their sponsors come to next month's meeting to be recognized as a group.

Mr. Gary Camplin, the owner of U-Lock-It Storage on South San Gabriel Street, came forward and requested an exception to leave his hurricane shutters up year round. He stated that he received a violation notice from the city around the first of the year that his hurricane shutters needed to be removed or he would be fined. He noted the shutters had been up for approximately five years without any complaints from anyone. He explained that he thought he was in compliance with the City's ordinance regarding permanently installed shutters and commented on how hard it is to remove and install the shutters because of the height of the windows which is why he wanted to have them permanently installed. After discussion, he agreed to meet with Manager Williams tomorrow. Attorney Brandenburg explained the magistrate process and stated that Mr. Camplin could apply for a variance.

1. Consent Agenda

- A. *City Commission Meeting Minutes – May 20, 2024*
- B. *Resolution No. 2024-048 – Phase 2 FDEM Watershed Planning Grant Modification, Contract Number H0878*
- C. *Event Application – Vintage Market & The Market on Bond – October 5, 2024, November 9, 2024, December 14, 2024, January 11, 2025, February 8, 2025, March 8, 2025 and April 12, 2025*

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

2. PRESENTATION – 2023-2024 UNITED WAY FUNDRAISING CAMPAIGN AWARD FOR CITY OF CLEWISTON EMPLOYEES – Lisa Sands, Hendry and Glades Manager, LaBelle United Way House Coordinator, and Greg Gunter, Hendry/Glades Coordinator, United Way of Lee, Hendry, and Glades

Ms. Lisa Sands, Assistant Director of the United Way of Lee, Hendry and Glades addressed the Commission and announced that the Clewiston United Way House had opened in the County sub office on Olympia Street. She next presented an award to the employees of the City of Clewiston for the donations made to the United Way through payroll deduction.

RESOLUTIONS

3. Resolution No. 2024-049 – Resolution No. 2024-049 approves the Stantec Consulting Services, Inc. design proposal for the North Francisco Roadway Improvements project.

Mayor Pittman read Resolution No. 2024-049 by title. Mr. Juan Bolivar of Stantec Consulting Services, Inc. commented on the project updates. Mayor Pittman stated that he would like to see the preliminary design plan.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-049. Vote 5 yeas, 0 nays

Mr. Bolivar next gave an update on the parking lot for the C-21 Bridge Project.

4. **Resolution No. 2024-050** – Resolution No. 2024-050 approves the Tetra Tech, Inc. Work Order #4 for professional services related to the contemplated Wastewater Treatment Plant Improvements.

Mayor Pittman read Resolution No. 2024-050 by title. Mr. Danny Nelson of Tetra Tech, reviewed the PowerPoint project presentation.

Commissioner Hyslope made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2024-050. Vote 5 yeas, 0 nays

5. **Resolution No. 2024-051** – Resolution No. 2024-051 approves the award of the Miscellaneous Improvements Project to Boromei Construction, Inc.

Mayor Pittman read Resolution No. 2024-051 by title. Consulting Engineer Dave Trouteaud commented on the project.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-051. Vote 5 yeas, 0 nays

6. **Resolution No. 2024-052** – Resolution No. 2024-052 approves Johnson Engineering, Inc. Change Order No. 1 to the Continuing Agreement for Professional Services dated October 20, 2020 and Addendum dated October 19, 2023 for the modification of consultant's hourly rate schedule.

Mayor Pittman read Resolution No. 2024-052 by title.

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-052. Vote 5 yeas, 0 nays

7. **Resolution No. 2024-053** – Resolution No. 2024-053 approves State Revolving Fund Amendment 2 to Loan Agreement WW260440 & Grant Agreement SG260441 between the State of Florida Department of Environmental Protection and the City of Clewiston providing the City additional time to complete the infiltration correction work of the City's sewer system.

Mayor Pittman read Resolution No. 2024-053 by title.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-053. Vote 5 yeas, 0 nays

8. **Resolution No. 2024-054** – Resolution No. 2024-054 approves revised FY 2023 Community Project Funding Grant Agreement No. B-23-CP-FL-0388 between the Department of Housing and Urban Development and the City of Clewiston in the amount of \$3,000,000 for the Wastewater Treatment Plant Improvements & Expansion Project.

Mayor Pittman read Resolution No. 2024-054 by title.

Commissioner Hyslope made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2024-054. Vote 5 yeas, 0 nays

9. **Resolution No. 2024-055** – Resolution No. 2024-055 approves the Annexation Agreement between United States Sugar Corporation and the City of Clewiston regarding the annexation of an approximate 477 acre parcel located in Sections 7 and 8, Township 43 South, Range 34 East, Hendry County, into the City.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

10. **Resolution No. 2024-056** – Resolution No. 2024-056 authorizes the formal request for funding from the Hendry County Tourism & Development Council (TDC).

Mayor Pittman read Resolution No. 2024-056 by title.

Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-056. Vote 5 yeas, 0 nays

11. **Resolution No. 2024-057** – Resolution No. 2024-057 approves Work Order No. 2020-029 of the Continuing Agreement for Professional Services between the City of Clewiston and Johnson Engineering, Inc. for design, permitting, bidding and construction administration services for the Pasadena Water Main Extension project.

Mayor Pittman read Resolution No. 2024-057 by title.

Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-057. Vote 5 yeas, 0 nays

12. **Resolution No. 2024-058** – Resolution No. 2024-058 approves Zep Construction, Inc. Change Order No. 13 for a contract time extension of 16 weeks for the Bridge Over C-21 Canal Project.

Mayor Pittman read Resolution No. 2024-058 by title. Consulting Engineer Trouteaud commented on the need for the time extension and noted that this change order was contingent upon FDOT approval.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-058. Vote 5 yeas, 0 nays

- 13. Resolution No. 2024-059** – Resolution No. 2024-059 approves the appointment of Randolph Maxson to the Firefighter Pension Board or Board of Trustees to fill the vacancy created by the resignation of Shari Howell.

Mayor Pittman read Resolution No. 2024-059 by title.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-059. Vote 5 yeas, 0 nays

- 14. Resolution No. 2024-060** – Resolution No. 2024-060 approves the Electric Power Systems (EPS) professional services contract for the Clewiston Distribution Substation Feeder Breaker Replacements. Rates are per the FMPA Substation Maintenance Services Contract (ITB# 2022-034).

Mayor Pittman read Resolution No. 2024-060 by title. Manager Williams confirmed that this contract was budgeted.

Commissioner Edmonds made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-060. Vote 5 yeas, 0 nays

- 15. Resolution No. 2024-061** – Resolution No. 2024-061 authorizes the agreement between the City of Clewiston and Hannula Landscaping and Irrigation, Inc. for the US27/Sugarland Highway Phase Five Beautification Project.

Mayor Pittman read Resolution No. 2024-061 by title. Consulting Engineer Trouteaud commented on project and explained that the trees will need to be placed in the median because of issues with utilities. He stated that the trees will need to be placed in the median for Phase 6 as well because of the same issues.

Commissioner Hyslope made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-061. Vote 5 yeas, 0 nays

ORDINANCE

- 16. Ordinance No. 2024-14 – First Reading** – Ordinance No. 2024-14 amends the Clewiston Code of Ordinances, Chapter 58 Peddlers and Solicitors; creating Article 2. – Mobile Food Vendors.

Mayor Pittman read Ordinance No. 2024-14 by title. Attorney Brandenburg clarified that mobile ice cream trucks would be included in this ordinance and that there were noise limitations between the hours of 5:00 and 7:00 p.m. After further discussion, the commission agreed to expand the days of operation to also include Tuesdays and amend the hours of operation to be from 11:00 a.m. to 8:00 p.m.

Commissioner Hyslope made a motion, seconded by Vice Mayor Thompson, to approve Ordinance No. 2024-14 on first reading and set the public hearing for September 16, 2024. Vote 5 yeas, 0 nays

PUBLIC HEARINGS

- 17. Ordinance No. 2024-08 – PUBLIC HEARING - Final Reading - 5:05 p.m.–** Ordinance No. 2024-08 provides for the annexation of additional territory owned by Hendry County School Board to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

- 18. Ordinance No. 2024-09 – PUBLIC HEARING - Final Reading – 5:05 p.m. -** Ordinance No. 2024-09 provides for the annexation of additional territory owned by Kelly Tractor Co. to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

- 19. Ordinance No. 2024-10 – PUBLIC HEARING - Final Reading – 5:05 p.m. -** Ordinance No. 2024-10 provides for the annexation of additional territory owned by United States Sugar Corporation to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

- 20. Ordinance No. 2024-11 – PUBLIC HEARING - Final Reading – 5:05 p.m. -** Ordinance No. 2024-11 adopts an amendment to the City’s Comprehensive Development Plan in accordance with the mandates set forth in Section 163.3184, Florida Statutes, pursuant to a privately initiated application, which provides for an amendment to the City Future Land Use Map creating the Employment Hub District and re-designating five (5) parcels of real property comprising approximately 477 ± acres, more or less in size, currently designated Hendry County “Multi-Use”, as “Employment Hub District”, such parcels of land are located North of US27 and directly West of the prior existing city boundary.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

- 21. Ordinance No. 2024-12 – PUBLIC HEARING - Final Reading – 5:05 p.m. -** Ordinance No. 2024-12 provides for the rezoning of certain real property within the corporate limits of the City of Clewiston, which property consists of five parcels of land lying in Sections 7 and 8, Township 43 South, Range 34 East, Hendry County, Florida; provides that these parcels of real property shall be assigned the city zoning designation of PUD “Planned Unit Development District – Clewiston 440”; provides that the zoning map of the City of

Clewiston be amended to reflect the proper designation these parcels; provides that a master concept plan for the project is hereby approved in accordance with Section 110-457 of the City of Clewiston Zoning Code.

This agenda item was tabled to the September 16, 2024 Commission Meeting.

- 22. Ordinance No. 2024-13 – PUBLIC HEARING - Final Reading – 5:05 p.m. -** Ordinance No. 2024-13 abandons and vacates the City’s interest in a portion of the Okeechobee Avenue Right of Way, located North of Block 24 of the General Plan of Clewiston, as revised, subject to utility & access easement(s) to be maintained along the entire length of the existing easement.

Mayor Pittman opened the public hearing, read Ordinance No. 2024-13 by title and asked for public comments. Mayor Pittman closed the public hearing after hearing no public comments.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2024-13. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

- 23. Old Business –** Commissioner Gardner suggested that the old business items that were complete be moved to the back page.
- 24. Departmental Monthly Activity Reports –** There were no comments regarding the departmental monthly activity reports.
- 25. Comments from City Manager –** There were no comments from Manager Williams.
- 26. Comments from City Attorney –** There were no comments from Attorney Brandenburg.
- 27. Comments from the City Commission –** Vice Mayor Thompson stated that he felt the budget process was smooth. Commissioner Gardner reminded everyone that tomorrow is Election Day and encouraged everyone to vote. Commissioner Hyslope thanked Manager Williams and staff for a very thorough agenda. Mayor Pittman stated that he is looking forward to see what Hendry County’s millage rate is going to be.

Adjournment

Mayor Pittman declared the meeting adjourned with unanimous consensus of the members present at 6:28 p.m.

James Pittman, Mayor

Lakisha Burch, City Clerk

CITY OF CLEWISTON
Tentative Millage & Budget Hearing
September 5, 2024

The Clewiston City Commission held its Tentative Millage & Budget Hearing in the City Hall Commission Chambers on Thursday, September 5, 2024. The meeting was called to order at 5:05 p.m. by Commissioner Mali Gardner. Commissioner Gardner gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Danny Williams, City Clerk Kathy Combass, Finance Director Randy Maxson, Police Chief Tom Lewis and Code Enforcement Officer Debbie Clay. City Attorney Dylan Brandenburg attended via telephone.

Visitors Present: Dr. Ramon Carroll

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

Public Comments – There were no public comments.

1. PUBLIC HEARING - First Public Hearing of the FY 2024-2025 Budget – 5:05 p.m.

- A. Resolution No. 2024-062** – Resolution No. 2024-062 adopts a tentative millage rate for the levy of ad valorem taxes for Fiscal Year 2024-2025. The proposed millage rate is 6.3743 mills.

Mayor Pittman opened the Fiscal Year 2024-2025 Tentative Millage & Budget Hearing. He stated the proposed tentative tax on all property located within the City is at the rate of 6.3743 mills for Fiscal Year 2024-2025 which represents the rolled-back millage rate. He also stated the total of the proposed capital and operating budget for Fiscal Year 2024-2025 is \$39,618,786. He then asked for public comments. None were heard. Mayor Pittman read Resolution No. 2024-062 in its entirety and asked for discussion.

Commissioner Hyslope made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-062. Vote 5 yeas, 0 nays

- B. Resolution No. 2024-063** – Resolution No. 2024-063 adopts the tentative budget for Fiscal Year 2024-2025.

Mayor Pittman read Resolution No. 2024-063 in its entirety.

CITY OF CLEWISTON
Regular Commission Meeting & Final Budget Hearing
September 16, 2024

The Clewiston City Commission held its Regular Meeting and Final Budget Hearing in the City Hall Commission Chambers on Monday, September 16, 2024. The meeting was called to order at 5:01 p.m. by Mayor James Pittman. Mayor Pittman gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Danny Williams, City Clerk Kathy Combass, Finance Director Randy Maxson, Assistant Utilities Director Lynne Mila, Police Chief Tom Lewis, Police Officer Joshua Burch, Police Administrative Assistant Adelys Valles, Community Development Director/Fire Chief Travis Reese, Code Enforcement Officer Debbie Clay, Consulting Engineer David Trouteaud and City Attorney Dylan Brandenburg.

Visitors Present: Michael Rosen, Jorge Soto, III, Neale Montgomery, Stephanie Busin, Roly Gonzalez and Leonard Moore.

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

Public Comments – There were no public comments.

1. Consent Agenda

- A. *City Commission Workshop Minutes – November 27, 2023*
- B. *City Commission Workshop Minutes – December 18, 2023*
- C. *City Commission Meeting Minutes – June 17, 2024*
- D. *City Commission Meeting Minutes – July 15, 2024*
- E. *Special City Commission Meeting Minutes – July 29, 2024*
- F. *Event Application – HRMC Pink Warriors Walk – October 12, 2024*
- G. *Event Application – CHS Homecoming Parade – October 18, 2024*
- H. *Resolution No. 2024-064 – Mutual Aid Agreement between the Clewiston Police Department and the Hendry County Sheriff's Office*
- I. *Resolution No. 2024-065 – Memorandum of Understanding between the City of Clewiston and Better Together*
- J. *Resolution No. 2024-066 – use of funds through the FY2023 Edward Byrne Memorial JAG Program*
- K. *Resolution No. 2024-067 –Service Agreement with Clewiston Museum*
- L. *Removed for Discussion - Resolution No. 2024-068 – Renewal of the Clewiston Sikes Building Lease with Little Disciples Learning Center, Inc.*
- M. *Removed for Discussion - Resolution No. 2024-069 – Renewal of the Lease with Hope Hospice and Community Services, Inc.*

N. Placeholder request for approval of State Aid to Libraries Grant Agreement, Certification of Local Operating Expenditures, Annual Plan of Service and Certification of Hours, Free Library Services and Access to Materials

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve the Consent Agenda.

Vice Mayor Thompson stated that he would like to pull Consent Agenda Items K and L for discussion.

Commissioner Gardner amended her motion, seconded by Commissioner Hyslope, to approve the Consent Agenda with Items K and L removed for discussion. Vote 5 yeas, 0 nays

Vice Mayor Thompson clarified that he wanted to pull Consent Agenda Items L and M for discussion.

Commissioner Gardner amended her amended motion, seconded by Commissioner Hyslope, to approve the Consent Agenda with Items L and M removed for discussion. Vote 5 yeas, 0 nays

L. Resolution No. 2024-068 – Renewal of the Clewiston Sikes Building Lease with Little Disciples Learning Center, Inc.

M. Resolution No. 2024-069 – Renewal of the Lease with Hope Hospice and Community Services, Inc.

Vice Mayor Thompson stated that he feels the rates for each of the leases with Little Disciples and Hope Hospice need to be adjusted as it is the City's fiduciary responsibility to get the fair market value. He suggested that we may need to table these items to allow time to look at this. It was noted the current leases terminate on September 30, 2024. Commissioner Gardner stated that she feels the Commission should go ahead and approve the leases for another year because the notice would be too short and have the City Manager, City Clerk and City Attorney look at this for next year. Vice Mayor Thompson stated the leases could be extended for a few months. He stated that he feels the Commission has fallen short on their fiduciary responsibility on every piece of property they are currently leasing. Mayor Pittman noted that the leases could be extended on a month to month basis.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to table items L and M until next month for discussion. Vote 5 yeas, 0 nays

Before the vote, Commissioner Gardner noted that one lessee is a non-profit and one is a for-profit. She stated that the Commission previously looked at the non-profit lease closely, the City paid the utility cost as well. Commissioner Hyslope added that she feels it should also be remembered how hard it is to find affordable child care for small children.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to extend the leases with Little Disciples Learning Center, Inc. and Hope

Hospice Community Services, Inc. for 90 days at the current rate. Vote 5 yeas, 0 nays

Mayor Pittman stated that the City Manager will bring all the costs, including maintenance and insurance, which the City is spending to the October 21, 2024 Commission Meeting.

FINAL BUDGET HEARING – PUBLIC HEARING

2. **Final Public Hearing of the FY 2024-2025 Budget – 5:05 p.m.** (A copy of the FY 2024-2025 Tentative Budget was a part of the September 5, 2024 City Commission Tentative Millage & Budget Hearing Agenda and can be viewed on the City’s website and a copy of the proposed FY 2024-2025 Budget may be obtained from the Finance Department.)

- A. **Resolution No. 2024-070** – Resolution No. 2024-070 adopts a millage rate for the levy of ad valorem taxes for Fiscal Year 2024-2025. The proposed millage rate is 6.3743 mills.

Mayor Pittman opened the Fiscal Year 2024-2025 Final Budget Hearing. He read Resolution No. 2024-070 by title and stated the proposed tax on all property located within the City is at the rate of 6.3743 mills for Fiscal Year 2024-2025 which represents the rolled-back millage rate. Mayor Pittman stated the total of the proposed capital and operating budget for Fiscal Year 2024-2025 is \$39,421,986. He then asked for public comments. None were heard. Commissioner Gardner reiterated that the rate of 6.3734 mills is the rolled-back rate.

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-070. Vote 5 yeas, 0 nays

- B. **Resolution No. 2024-071** – Resolution No. 2024-071 adopts the budget for Fiscal Year 2024-2025.

Mayor Pittman read Resolution No. 2024-071 by title and asked for public comments. None were heard.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-071. Vote 5 yeas, 0 nays

- C. **Resolution No. 2024-072** – Resolution No. 2024-072 adopts the City’s FY2025 Capital Improvement Plans.

Mayor Pittman read Resolution No. 2024-072 by title.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-072. Vote 5 yeas, 0 nays

Mayor Pittman closed the Final Budget Hearing and congratulated Manager Martin and Director Maxson for their work.

RESOLUTIONS

3. **Resolution No. 2024-073** – Resolution No. 2024-073 approves the award of the Sidewalk Inspection, Grinding, Removal & Repairs contract to American Grinding Company, LLC, d/b/a American Sidewalk Management.

Mayor Pittman read Resolution No. 2024-073 by title. Manager Williams stated that the contractor will do small repairs and the locations have been identified.

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-073. Vote 5 yeas, 0 nays

4. **Resolution No. 2024-055** – Resolution No. 2024-055 approves the Annexation Agreement between United States Sugar Corporation and the City of Clewiston regarding the annexation of an approximate 477 acre parcel located in Sections 7 and 8, Township 43 South, Range 34 East, Hendry County, into the City.

Mayor Pittman read Resolution No. 2024-055 by title.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-055. Vote 5 yeas, 0 nays

PUBLIC HEARINGS

Attorney Brandenburg stated that Agenda Items 5-9 are all application. He swore in all individuals planning to give testimony on any of those items. He then asked that if any of the commissioners has had any ex parte communications or had conducted any site visits in conjunction with the annexation to disclose that at this time. No disclosures by any of the commissioners were made.

5. **Ordinance No. 2024-10 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Upon approval of Resolution No. 2024-055, the final reading of Ordinance No. 2024-10 will be presented. Ordinance No. 2024-10 provides for the annexation of additional territory owned by United States Sugar Corporation to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-10 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing.

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve Ordinance No. 2024-10. Vote 5 yeas, 0 nays

6. **Ordinance No. 2024-08 – PUBLIC HEARING - Final Reading - 5:05 p.m.** – Upon approval of Resolution No. 2024-055 and Ordinance No. 2024-10, the final reading of

Ordinance No. 2024-08 will be presented. Ordinance No. 2024-08 provides for the annexation of additional territory owned by Hendry County School Board to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-08 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing.

Commissioner Edmonds made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2024-08. Vote 5 yeas, 0 nays

7. **Ordinance No. 2024-09 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Upon approval of Resolution No. 2024-055 and Ordinance No. 2024-10, the final reading of Ordinance No. 2024-09 will be presented. Ordinance No. 2024-10 provides for the annexation of additional territory owned by Kelly Tractor Co. to be included within the city boundaries in accordance with Articles VII Section 2(c) of the Constitution of the State of Florida and Section 171.044, Florida Statutes, as amended.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-09 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Ordinance No. 2024-09. Vote 5 yeas, 0 nays

8. **Ordinance No. 2024-11 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Upon approval of Resolution No. 2024-055 and Ordinance No. 2024-10, Ordinance No. 2024-11 will be presented. Ordinance No. 2024-11 adopts an amendment to the City's Comprehensive Development Plan in accordance with the mandates set forth in Section 163.3184, Florida Statutes, pursuant to a privately initiated application, which provides for an amendment to the City Future Land Use Map creating the Employment Hub District and re-designating five (5) parcels of real property comprising approximately 477 ± acres, more or less in size, currently designated Hendry County "Multi-Use", as "Employment Hub District", such parcels of land are located North of US27 and directly West of the prior existing city boundary.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-11 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing.

Vice Mayor Thompson stated that this is a big move for the City and, in his opinion, in the right direction. He encouraged the developer to expedite their plans.

Vice Mayor Thompson made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2024-11. Vote 5 yeas, 0 nays

9. **Ordinance No. 2024-12 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Upon approval of Resolution No. 2024-055 and Ordinance Nos. 2024-10 and 2024-11, Ordinance No. 2024-12 will be presented. Ordinance No. 2024-12 provides for the rezoning of certain

real property within the corporate limits of the City of Clewiston, which property consists of five parcels of land lying in Sections 7 and 8, Township 43 South, Range 34 East, Hendry County, Florida; provides that these parcels of real property shall be assigned the city zoning designation of PUD “Planned Unit Development District – Clewiston 440”; provides that the zoning map of the City of Clewiston be amended to reflect the proper designation these parcels; provides that a master concept plan for the project is hereby approved in accordance with Section 110-457 of the City of Clewiston Zoning Code.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-12 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing. Commissioner Gardner described the location of the 440 acre parcel to be west of the existing city limits on the western end, west of the railroad tracks. She stated the property goes from the highway and crosses the railroad tracks to the Glades County line.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Ordinance No. 2024-12. Vote 5 yeas, 0 nays

- 10. Ordinance No. 2024-14 – PUBLIC HEARING - Final Reading - 5:05 p.m. –** Ordinance No. 2024-14 amends the Clewiston Code of Ordinances, Chapter 58 Peddlers and Solicitors; creating Article 2. – Mobile Food Vendors.

Mayor Pittman opened the public hearing and read Ordinance No. 2024-14 by title. No comments from the public were heard. Mayor Pittman then closed the public hearing. Vice Mayor Thompson stated that we are moving forward to help out the local vendors. Mayor Pittman encouraged feedback from the public about what they think about this ordinance over the next few months. Commissioner Gardner pointed out that this ordinance opens it up more than what it has been in the past; there are guidelines that the City has to follow but she feels it is a positive step forward.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Ordinance No. 2024-14. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

Mayor Pittman announced that because there has been further discussion about the explorer program, he asked Chief Lewis to explain the facts of what was happening with the program. Chief Lewis apologized that this matter was playing out in a public forum and reminded everyone that at last month’s meeting after Mr. Roly Gonzalez, Sr. expressed his concern of the elimination of the explorer program, he reported that the explorer program was alive and well and had never been better funded. Chief Lewis next reported that this morning he was contacted by a reporter with the Lake Okeechobee News who said she received an email from Mr. Gonzalez stating that the program was not going well, there had not been any engagement, the police chief was deceptive and a rookie officer had been assigned to take over the program. The article was published today in the online version of the Lake Okeechobee News. Chief Lewis stated that the statements made by Mr. Gonzalez in the article were lies and explained that the day after last month’s meeting, he sent an email to the

parents of the explorers with a letter about the misinformation and confusion with notice of a parents meeting. He also stated that Officer Burch communicated with all of the explorers through Roly Gonzalez, Jr., Commanding Officer of the program, to schedule an explorer meeting and notify them when they were supposed to attend Teen Court. On August 29, 2024, Sergeant Conyers supervised the explorers in Teen Court, which is the same day the parents meeting was held with Roly Gonzalez, Sr. in attendance. It was reiterated to them that the program was alive and well and had never been better funded. Officer Burch, who has 25 years of law enforcement experience and has two children in the program, was introduced at that meeting. He added that Sergeant Conyers was kept on as one of the post advisors because of his relationship with the explorers. Because a lot of parents were not able to attend the meeting, an entire recap of the meeting was sent out to everyone. He stated that an explorer meeting was held on September 12 and information was sent to Roly Gonzalez, Jr. to schedule a meeting for this Thursday, September 19. He stated that to suggest there has not been any engagement with the explorer program, there have been no meetings held and a new rookie officer has been assigned is without question straight up lies. He announced to the public that the explorer program is alive and well, it can be run properly through an accredited agency and everything is great. Commissioner Edmonds asked about what the explorers do. Chief Lewis stated that the program mentors children; it gives them an avenue to stay out of the criminal justice system while exposing them to what law enforcement does on a daily basis. Some programs are really focused on developing future employees but that always isn't the case. We are really guiding these children through life to make sure that they know they are talking to someone they can trust and are getting good advice. He confirmed that it is a national program with a lot of policies and structure and believed there were currently 20-21 participants. Commissioner Gardner noted that the number of participants had previously been lower. She applauded Chief Lewis and the other officers for bringing this program up to where it is. She stated that she did not know that all this was happening but was happy that Chief Lewis was publicly speaking the truth about the program. Mayor Pittman stated that he was very disappointed in the Lake Okeechobee News for not following up to get the facts before they printed the story. He suggested that Chief Lewis send them the facts.

Mr. Roly Gonzalez came forward and stated that one of his biggest concerns was that Sergeant Roberts was going to step down. Mayor Pittman asked Mr. Gonzalez to write down his comments and concerns in a letter and send it to the City Manager.

11. **Old Business** – Commissioner Gardner stated that she was thankful that staff updated the report. Commissioner Hyslope agreed. Mayor Pittman suggested that the completed items be removed from the report after so many years.
12. **Departmental Monthly Activity Reports** - Presented for information only.
13. **Comments from City Manager** – Manager Williams thanked the City Commissioners and staff for the flowers sent for the passing of his brother.
14. **Comments from City Attorney** – Attorney Brandenburg stated that employment counsel had been retained for the PERK issue and reported that there will likely be an election ordered which will occur by mail in ballot.

He next reported that a settlement agreement had been reached on the Clewiston Commons litigation and the case would likely be dismissed.

Next, he reminded the Commission that a lien forgiveness program was initiated for code enforcement liens a while back. He stated that he didn't believe anyone took advantage but was now prepared to move forward with foreclosure. Commissioner Gardner confirmed that these are non-homestead properties. She requested that a copy of the list be provided to the Commission. Attorney Brandenburg agreed to have the report on the agenda for the October 21, 2024 meeting. Vice Mayor Thompson asked if a contractor should be hired to take care of the blighted properties instead of writing warnings. Attorney Brandenburg stated that abatement is a very common practice and commented on the process. Vice Mayor Thompson felt that the process should begin immediately. Code Enforcement Officer Debbie Clay stated that an ordinance had been removed because it created a huge debt. She explained that the magistrate process would still need to be followed and it would still take 30 days to get the abatement order. Commissioner Gardner suggested the magistrate hearings be held every month. Officer Clay pointed out that there is a cost to the City for the additional meetings and confirmed that special meetings could be held when needed.

15. Comments from the City Commission – Commissioner Edmonds wished Commissioner Hyslope a happy birthday.

Vice Mayor Thompson stated that he was happy to keep the rolled-back rate for the final budget and make some significant improvements. Commissioner Hyslope stated that she is also happy to see the final budget approved. She thanked Manager Williams and staff for their work on the budget. She then thanked Chief Lewis for the clarification on the explorer program and also mentioned that she was happy that code enforcement was discussed.

Commissioner Gardner wished Commissioner Hyslope a happy birthday. She announced that the Prayer on the Lawn for America is being held at First Bank tomorrow, September 17. She then expressed her excitement about the annexation and stated that this is the first time since 1925 that the city limits have expanded. She will be looking for future updates on that.

Mayor Pittman dittoed the comments. He then suggested that he feels we should make comment cards mandatory for public remarks at the commission meetings and available before the meetings. Manager Williams stated that the comment cards could be placed on the City's website.

Adjournment

Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to adjourn the meeting at 5:56 p.m.

James Pittman, Mayor

Lakisha Burch, City Clerk



**CITY OF CLEWISTON
CITY COMMISSION SPECIAL MEETING
OCTOBER 7, 2024**

CALL MEETING TO ORDER

Mayor Pittman called the meeting to order at 4:00 p.m.

PRAYER AND PLEDGE OF ALLEGIENCE

Mayor Pittman led a prayer and the Pledge of Allegiance.

PRESENT:

Mayor Pittman, Vice Mayor Thompson, Commissioners Edmonds, Gardner, and Hyslope. City Manager Williams (via phone), City Attorney Brandenburg (via phone), Asst. Utilities Director Mila, Police Chief Lewis, Director of Recreation & Leisure Services Sergeant, Director of Finance Maxson, Director of Community Development/Fire Chief Reese, Outgoing City Clerk Combass, and City Clerk Burch.

ADDITION, DELECTION, MODIFICATION AND APPROVAL OF AGENDA

City Manager Williams asked if the John Boy Auditorium could be added as a discussion item.

COMMENTS FROM PUBLIC ON NON AGENDA ITEMS

There were no public comments.

REGULAR AGENDA

1. **Resolution No. 2024-074** Resolution No. 2024-074 declaring a State of Emergency for the City of Clewiston pursuant to Section 252, Florida Statutes

Exhibit: Resolution No. 2024-074

Recommendation: Motion to approve **Resolution No. 2024-074**

Mayor Pittman presented the item to the Commission stating that due to Hurricane Milton this is a Special Meeting declaring a State of Emergency.

Motion was made by Vice Mayor Thompson seconded by Commissioner Hyslope approving Resolution No. 2024-074 declaring a State of Emergency for the City of Clewiston pursuant to Section 252, Florida Statutes; it was voted as follows: Aye: Mayor Pittman, Vice Mayor Thompson, Commissioners Edmonds, Gardner, and Hyslope. Motion passed unanimously.

DISCUSSION

2. Discussion of the John Boy Auditorium.

City Manager Williams presented the item to the City Commission regarding the opening of the John Boy Auditorium for city employees and their families. There were discussion among the City Commissioners.

Motion was made by Vice Mayor Thompson seconded by Commissioner Gardner to open the John Boy Auditorium for employees only and their families; it was voted as follows: Ayes: Mayor Pittman, Vice Mayor Thompson, Commissioners Edmonds, Gardner, and Hyslope. Motion passed unanimously.

COMMISSIONERS COMMENTS:

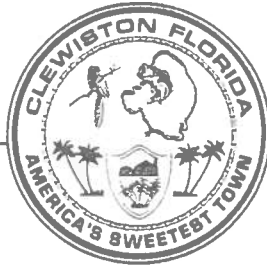
Commissioner Gardner spoke about the debris around the City. Commissioner Edmonds asked about the cutting off of power. Mayor Pittman responded to her concerns. There were additional discussion among the Commissioners and City Staff.

ADJOURNMENT:

There being no further business the meeting was adjourned at 4:14 p.m.

James Pittman, Mayor

Lakisha Burch, City Clerk



PROCLAMATION

MOBILITY WEEK OCTOBER 25 – NOVEMBER 2, 2024

WHEREAS, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting an annual collection of outreach events; and

WHEREAS, Mobility Week is an ideal time for counties, cities, and transportation agencies to highlight transportation achievements, roll out new initiatives, and/or implement new policies promoting multimodal transportation; and

WHEREAS, Mobility Week is an opportunity for individuals to explore how various active travel choices like walking, biking, riding transit or carpooling reduces traffic congestion and can be excellent alternative travel choices; and

WHEREAS, since inception more than 1,000 Mobility Week events have been held statewide with over 500,000 safety materials to improve safety of people; and

WHEREAS, during Mobility Week 2023, over 220 workplaces and 1,000 Floridians record almost 18,000 trips through carpool/vanpool, biking, transit, and walking; and

WHEREAS, Mobility Week is consistent with the City of Clewiston's key priorities of promoting mobility between neighborhoods, and from neighborhoods to the town center.

NOW, THEREFORE, WE, the City Commission of the City of Clewiston, Florida do hereby proclaim the week of October 25 – November 2, 2024, as "Mobility Week" in the City of Clewiston and encourage all citizens to explore transportation options available to them.

Signed this 21st day of October, 2024.

James Pittman, Mayor

Lakisha Burch, City Clerk

Kathy Combass

From: SHERRIE LLOSSAS <llossass@hendry-schools.net>
Sent: Monday, October 14, 2024 7:51 AM
To: Kathy Combass
Subject: [External]Homecoming Parade

Ms. Combass,

We would like to move the Homecoming Parade to next Friday the 25th. Is there anything we need to do on our end?

--

Sincerely,
Sherrie Llossas
Clewiston Collegiate Administrator
863.983.1520 ext. 215
llossass@hendry-schools.net

Under Florida law, e-mail addresses are public records.

If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



EVENT APPLICATION

CITY OF CLEWISTON

115 West Ventura Avenue
Clewiston, FL 33440

Telephone 863-983-1484
Fax 863-983-4055
cityclerk@clewiston-fl.gov

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

Date of Event: <u>10/18/2024</u>	Applicant's Name: Sherrie Llossas	Event: Clewiston High School Homecoming Parade			
Mailing Address: 1501 S. Francisco St	City: Clewiston	State/Zip Code: FL 33440			
Telephone No. 863-983-1520	Email Address: llossass@hendry-schools.net	Fax No. 863-983-2168			
Representative to Contact: Sherrie Llossas		Telephone No: 863-599-9603			
Site/Facility for Event:	Time Event Starts: a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/> 2pm	Will Street be Closed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Estimated No. of Attendance:	Time Event Ends: a.m. <input type="checkbox"/> p.m. <input checked="" type="checkbox"/> 3:30	Beginning Time: a.m. <input type="checkbox"/> p.m. <input type="checkbox"/> Ending Time: a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>			
Description of Event: Clewiston High School Homecoming Parade					
Will Food be Served?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Will Alcohol be Served?*	Yes <input type="checkbox"/> No <input type="checkbox"/>	Are Dumpsters Needed?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is Electricity Needed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	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: Stage in front of City Hall			Yes <input type="checkbox"/> No <input type="checkbox"/>	City Supervisors Needed?	Yes <input type="checkbox"/> No <input type="checkbox"/>
				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: Sherrie Llossas Title: 9/10/2024

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 1/31/2024

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

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston High School Homecoming Parade

Date(s) of Event: ~~October 18th~~ 10/25/2024 Estimated Attendance: _____ per day

Times of Event: 2 to 4 Set-up: _____ Breakdown: _____

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

SPECIFIC TYPE OF EVENT (Check all that apply):

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Athletic Event | <input type="checkbox"/> Business Event | <input type="checkbox"/> Celebrations | <input type="checkbox"/> Community Event |
| <input type="checkbox"/> Concert/Band | <input type="checkbox"/> Fair/Carnival | <input type="checkbox"/> Fireworks | <input type="checkbox"/> Fundraiser |
| <input type="checkbox"/> Grand Opening | <input checked="" type="checkbox"/> Parade | <input type="checkbox"/> Political Event | <input type="checkbox"/> Place of Worship |
| <input type="checkbox"/> Wedding | <input type="checkbox"/> Other _____ | | |

Description of Event: See Attached

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

☐ Gas ☐ Electric ☐ Charcoal ☐ Other: _____

Will any of the following event staging items be used? Stage in front of City Hall for Judges

<input checked="" type="checkbox"/> Canopy(ies)	Quantity: _____	Sizes(s) LxWxH: _____
<input checked="" type="checkbox"/> Stage(s)	Quantity: _____	Sizes(s) LxWxH: _____
<input type="checkbox"/> Tent(s)	Quantity: _____	Sizes(s) LxWxH: _____

Please attach:

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

Producing Organization/Entity: _____

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): _____ Signature: _____

Mailing Address: _____

Phone: _____ Cell: _____

Email: _____

**SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT**

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

CHS Homecoming Parade to be held on October 18th.
(Name of Event) (Date of Event)

Student Council - Clewiston High School
Name of sponsoring Individual(s) or Organization/Group
1501 S. Francisco St Clewiston FL 33440
Address
863-983-1520 llossass@hendry-schools.net
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, Roberto Sanchez, warrant that I have authority to bind Hendry County Schools
(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 _____

Date 9/10/24

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 H
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-075

1. **Background/History:** Resolution No. 2024-075 authorizes the Mayor to execute an Addendum to Extend the 2022 Ground Mosquito Control Contract for ground mosquito control services between the City of Clewiston and Vector Disease Control International, Inc.

This Addendum will extend the contract for an additional twelve (12) month period through September 30, 2025.

2. **Financial Impact:** Not to exceed \$109,185
3. **Attachment(s):**
 - a. Resolution No. 2024-075
 - b. Addendum to Extend 2022 Ground Mosquito Control Contract
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-075.

RESOLUTION NO. 2024-075

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE ADDENDUM TO EXTEND THE 2022 GROUND MOSQUITO CONTROL CONTRACT BETWEEN THE CITY OF CLEWISTON AND VECTOR DISEASE CONTROL INTERNATIONAL (VDCI) FOR GROUND MOSQUITO CONTROL SERVICES.

WHEREAS, the City of Clewiston ("City") and VDCI entered into a 2022 Ground Mosquito Control Contract, effective October 1, 2022 and Addendum to Extend 2022 Ground Mosquito Control Contract, effective October 1, 2023 for ground mosquito control services; and

WHEREAS, the parties wish to extend the Agreement for an additional twelve (12) month period for Contractor to continue to perform ground mosquito control services for the City at the same package price.

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

SECTION 1. The City Commission hereby approves the Addendum to Extend the 2022 Ground Mosquito Control Contract and authorizes the Mayor to sign.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

ADDENDUM TO EXTEND 2022 GROUND MOSQUITO CONTROL CONTRACT

THIS ADDENDUM to extend the 2022 Ground Mosquito Control Contract is made and entered into this _____ day of _____, 2024, by and between the CITY OF CLEWISTON, FLORIDA, a municipal corporation, hereinafter referred to as "City", whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440, and VECTOR DISEASE CONTROL INTERNATIONAL, 87 West Kings Hwy., Center Hill, FL 33514, hereinafter referred to as "Contractor".

WHEREAS, City and Contractor entered into a Ground Mosquito Control Contract, effective October 1, 2022 and Addendum to Extend 2022 Ground Mosquito Control Contract, effective October 1, 2023, hereinafter referred to as "Agreement";

WHEREAS, upon mutual written agreement of the parties, the Agreement may be extended in twelve (12) month increments not to exceed twenty-four (24) months with no more than a 2% increase each year;

WHEREAS, the parties wish to extend the Agreement for an additional twelve (12) month period for Contractor to continue to perform ground mosquito control services for the City at the same package price.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, CITY AND CONTRACTOR AGREE TO EXTEND THE AGREEMENT AS FOLLOWS:

1. The foregoing statements are accepted as true and correct and are adopted by the parties.
2. The Agreement is hereby mutually agreed to be extended through September 30, 2025.
3. In all other ways the Agreement is ratified and confirmed by the parties.

CITY OF CLEWISTON

By: _____
James Pittman, Mayor

VECTOR DISEASE CONTROL INTERNATIONAL

By: _____
Steven G. Pavlovich, Director of Operations

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT I
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-076

1. **Background/History:** Resolution No. 2024-076 authorizes the Mayor to execute an Addendum to Extend the 2022 Aerial Mosquito Control Contract for aerial mosquito control services between the City of Clewiston and Vector Disease Control International, Inc.

This Addendum will extend the contract for an additional twelve (12) month period through September 30, 2025.

2. **Financial Impact:** Not to exceed \$44,434.25
3. **Attachment(s):**
 - a. Resolution No. 2024-076
 - b. Addendum to Extend 2022 Aerial Mosquito Control Contract
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-076.

RESOLUTION NO. 2024-076

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE
ADDENDUM TO EXTEND THE 2022 AERIAL MOSQUITO CONTROL
CONTRACT BETWEEN THE CITY OF CLEWISTON AND VECTOR DISEASE
CONTROL INTERNATIONAL (VDCI) FOR AERIAL MOSQUITO CONTROL
SERVICES.**

WHEREAS, the City of Clewiston ("City") and VDCI entered into a 2022 Aerial Mosquito Control Contract, effective October 1, 2022 and Addendum to Extend 2022 Aerial Mosquito Control Contract, effective October 1, 2023 for aerial mosquito control services; and

WHEREAS, the parties wish to extend the Agreement for an additional twelve (12) month period for Contractor to continue to perform aerial mosquito control services for the City at the same package price.

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

SECTION 1. The City Commission hereby approves the Addendum to Extend the 2022 Aerial Mosquito Control Contract and authorizes the Mayor to sign.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

ADDENDUM TO EXTEND 2022 AERIAL MOSQUITO CONTROL CONTRACT

THIS ADDENDUM to extend the 2022 Aerial Mosquito Control Contract is made and entered into this _____ day of _____, 2023, by and between the CITY OF CLEWISTON, FLORIDA, a municipal corporation, hereinafter referred to as "City", whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440, and VECTOR DISEASE CONTROL INTERNATIONAL, 87 West Kings Hwy., Center Hill, FL 33514, hereinafter referred to as "Contractor".

WHEREAS, City and Contractor entered into an Aerial Mosquito Control Contract, effective October 1, 2022 and Addendum to Extend 2022 Aerial Mosquito Control Contract, effective October 1, 2023, hereinafter referred to as "Agreement";

WHEREAS, upon mutual written agreement of the parties, the Agreement may be extended in twelve (12) month increments not to exceed twenty-four (24) months with no more than a 2% increase each year;

WHEREAS, the parties wish to extend the Agreement for an additional twelve (12) month period for Contractor to continue to perform aerial mosquito control services for the City at the same package price.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, CITY AND CONTRACTOR AGREE TO EXTEND THE AGREEMENT AS FOLLOWS:

1. The foregoing statements are accepted as true and correct and are adopted by the parties.
2. The Agreement is hereby mutually agreed to be extended through September 30, 2025.
3. In all other ways the Agreement is ratified and confirmed by the parties.

CITY OF CLEWISTON

By: _____
James Pittman, Mayor

VECTOR DISEASE CONTROL INTERNATIONAL

By: _____
Steven G. Pavlovich, Director of Operations

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT J
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-077

1. **Background/History:** Resolution No. 2024-077 approves the revisions to the Memorandum of Understanding between the Clewiston Police Department and the United Way 988 Crisis Line. It also approves the Chief of Police to sign the agreement on behalf of the City of Clewiston.

Establishing this Memorandum of Understanding will enhance the response to individuals experiencing mental health crises in our community. The goal of this collaboration is to ensure that crisis situations are addressed effectively, safely, and with the appropriate level of care.

2. **Financial Impact:** None
3. **Attachments:**
 - a. Resolution No. 2024-077
 - b. Memorandum of Understanding
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-077.

RESOLUTION NO. 2024-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEWISTON POLICE DEPARTMENT AND UNITED WAY LEE HENDRY AND GLADES 988 CRISIS LINE FOR THE ENHANCEMENT OF THE RESPONSE TO INDIVIDUALS EXPERIENCING MENTAL HEALTH CRISES; AND AUTHORIZING THE POLICE CHIEF TO SIGN.

WHEREAS, the United Way Lee Hendry and Glades 988 Crisis Line ("988 Crisis Line") and the Clewiston Police Department desire to enter into a Memorandum of Understanding to establish the collaborative partnership to enhance the response to individuals experiencing mental health crises; and

WHEREAS, the goal of the collaboration is to ensure that crisis situations are addressed effectively, safely, and with the appropriate level of care, while minimizing the need for law enforcement involvement unless absolutely necessary.

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

SECTION 1. The attached Memorandum of Understanding Between United Way Lee Hendry and Glades 988 Crisis Line and the Clewiston Police Department is approved.

SECTION 2. The Police Chief is hereby authorized and directed to sign the Memorandum of Understanding.

PASSED AND ADOPTED in open session this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

United Way Lee Hendry and Glades 988 Crisis Line

Memorandum of Understanding

Between

United Way Lee Hendry and Glades 988 Crisis Line

and

[Clewiston Police Department]

Purpose:

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the **United Way Lee Hendry and Glades 988 Crisis Line** (hereinafter referred to as "988 Crisis Line") and the **Clewiston Police Department** (hereinafter referred to as "Law Enforcement") to enhance the response to individuals experiencing mental health crises. The goal of this collaboration is to ensure that crisis situations are addressed effectively, safely, and with the appropriate level of care, while minimizing the need for law enforcement involvement unless absolutely necessary.

I. Objectives

1. **Provide Appropriate Crisis Intervention:** To ensure that individuals experiencing a mental health crisis receive timely and appropriate intervention from mental health professionals through the 988 Crisis Line.
2. **Minimize Law Enforcement Involvement:** To minimize the need for law enforcement intervention in mental health crises unless there is an immediate threat to safety, public order, or when mental health responders request assistance.
3. **Promote Public Safety:** To protect the safety of individuals in crisis, the general public, and law enforcement officers through coordinated responses.
4. **Foster Collaboration and Training:** To facilitate training and communication between crisis hotline staff and law enforcement officers on best practices for handling mental health emergencies.

II. Roles and Responsibilities

988 Crisis Line:

1. **Initial Crisis Response:**
 - a. Provide immediate support, assessment, and intervention for individuals in crisis through trained professionals.
 - b. Evaluate the severity of the crisis and determine the appropriate response, including

United Way Lee Hendry and Glades 988 Crisis Line

referral to community services or dispatching mobile crisis teams when available.

c. Contact Law Enforcement only when necessary, such as in situations involving immediate danger to the individual or others.

Law Enforcement:

1. Crisis Intervention Support:

a. Provide assistance to the 988 Crisis Line when requested in situations involving a threat to life, public safety, or severe escalation where law enforcement presence is required.

b. Facilitate coordination with the 988 Crisis Line to ensure a safe and appropriate response to crises, including providing transport to medical or psychiatric facilities when necessary.

III. Confidentiality and Data Sharing

1. **Information Sharing:** Both parties agree to respect the confidentiality of individuals in crisis and share only the minimum necessary information to ensure the safety of the individual, the public, and responders.

2. **Data Collection and Review:** The 988 Crisis Line and Law Enforcement will jointly review data related to crisis incidents and interventions, while adhering to all applicable privacy laws, such as HIPAA, to evaluate the effectiveness of the partnership and identify areas for improvement.

IV. Procedures for Crisis Response

1. Crisis Identification:

a. The 988 Crisis Line will assess incoming calls and determine if there is a need for emergency services or law enforcement involvement.

b. Law Enforcement officers encountering individuals in crisis will attempt to divert them to the 988 Crisis Line whenever appropriate and safe to do so.

2. Emergency Response:

a. If the 988 Crisis Line determines that a law enforcement response is required, they will contact the **Clewiston Police Department** through the appropriate channels, providing necessary information for officer safety.

b. Law Enforcement officers will respond as quickly as possible, with the understanding that mental health crises should be handled with care and de-escalation in mind.

United Way Lee Hendry and Glades 988 Crisis Line

VI. Term and Termination

This MOU is effective upon the date of signature by both parties and shall remain in effect for a period of 1 year. Either party may terminate this MOU with 30 days' written notice to the other party.

VII. Signatures

[Name]

[Title]

[Name of 988 Crisis Line]

Date: [Insert Date]

Thomas Lewis

Chief of Police

Clewiston Police Department

Date:

This MOU reflects a shared commitment to improving crisis intervention and ensuring the safety and well-being of individuals experiencing mental health crises.

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT K
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-078

1. **Background/History:** Resolution No. 2024-078 authorizes the Mayor to execute the Satisfaction of Deferred Payment Loan Agreement satisfying the Mortgage and Deferred Payment Loan Agreement between Angel and Virgen Zamora and the City of Clewiston dated June 10, 2013 and recorded in O.R. Book 868, page 174, et seq., of the Public Records of Hendry County.
2. **Financial Impact:** None
3. **Attachments:**
 - a. Resolution No. 2024-078
 - b. Satisfaction of Deferred Payment Loan Agreement
 - c. Loan Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-078.

RESOLUTION NO. 2024-078

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SATISFACTION OF DEFERRED PAYMENT LOAN AGREEMENT TO ACKNOWLEDGE FULL PAYMENT AND SATISFACTION OF THE MORTGAGE AND DEFERRED PAYMENT LOAN AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 174, ET SEQ., OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

WHEREAS, Angel and Virgen Zamora and the City of Clewiston entered into a Mortgage and Deferred Payment Loan Agreement on June 10, 2013 through the Community Development Block Grant Program for the property located at 608 E. Ventura Avenue, Clewiston, Florida, which agreement is recorded in Official Records Book 868, page 174, et seq., of the Public Records of Hendry County, Florida; and

WHEREAS, the terms and conditions of the agreement have been satisfied; and

WHEREAS, the City desires to satisfy the Mortgage and Deferred Payment Loan Agreement recorded in Official Records Book 868, Page 174, et seq., 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 Satisfaction of Deferred Payment Loan Agreement.

PASSED AND ADOPTED in open session this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

SATISFACTION OF DEFERRED PAYMENT LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF CLEWISTON, the owner and holder of a certain Housing Rehabilitation Program Deferred Payment Loan Agreement by Angel and Virgen Zamora to The CITY OF CLEWISTON, bearing date the 10th day of June 2013 and recorded in the Official Records Book 868, page 174, et seq., in the office of Clerk of the Circuit Court of Hendry County, State of Florida, securing that certain loan in the principal sum of Thirty-Seven Thousand Six Hundred Dollars and 00/100 (\$37,600.00), and certain promises and obligations set forth in said Deferred Payment Loan Agreement, upon the property situated in said State and County described as follows, to-wit:

Legal: Lot 15 in Block 375 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, pages 71 through 78, inclusive, Public Records of Hendry County, Florida.

Property Address: 608 E. Ventura Avenue, Clewiston, FL 33440

hereby acknowledge full payment and satisfaction of said loan and Deferred Payment Loan Agreement, and declare the same as cancelled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

Witness my hand and seal, this _____ day of October, 2024.

Signed, Sealed and Delivered
in Presence of:

CITY OF CLEWISTON

By: _____
James Pittman, Mayor

(Signature of First Witness)

(Typed or printed name of First Witness)

(Signature of Second Witness)

(Typed or Printed Name of Second Witness)

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of October, 2024 by James Pittman, as Mayor of the City of Clewiston, () who is personally known to me or () who has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

NAME: Please return to:
City of Clewiston
CDBG (Community Development Block Grant Program)

ADDRESS 115 West Ventura Avenue
Clewiston, FL 33440

Inst 201326008432 Date 9/24/2013 Time 1:48 PM
Doc Stamp-Mort 131 6000 Int Tax: 75 2000
DC, Barbara S. Butler, Hendry County Page 1 of 2 B:868 P:174

This Instrument Prepared By: Nancy Phillips, City of Clewiston CDBG Consultant

This Indenture, made this 10th day of June, 2013 A.D.

Between **Angel and Virgen Zamora, a married couple** and the **City of Clewiston, a Florida** subdivision organized under the laws of the State of Florida called the Mortgagee,

Witnesseth, That the said Mortgagor(s) for and in consideration of the sum of **Thirty Seven Thousand Six Hundred Dollars and 00/100 (37,600.00)** to them in hand paid by the said Mortgagee from funds acquired through the Community Development Block Grant (CDBG) contract number 12DB-OH-09-36-02-H02, the receipt whereof is hereby acknowledged, granted, bargained and sold to the said Mortgagee their heirs and assigns forever, the following described land, situate, lying and being in incorporated area of the County, County of Hendry, State of Florida to wit:

CLEWISTON BLK 375 LOT 15

Property Address: **608 E. Ventura Ave. Clewiston, FL. 33440** and the said Mortgagor(s) do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided Always, That if said Mortgagor(s), their heirs, legal representatives or assigns, shall pay to the said Mortgagee, their legal representatives or assigns, a certain promissory note, a copy of which is appended, and shall perform and comply with each and every stimulation, agreement and covenant of said note and of this Mortgage, then this Mortgage and the estate hereby created shall be void, otherwise the same shall remain in full force and virtue. And the said Mortgagor(s) covenant to pay the interest and principal promptly when due; to pay the taxes and assessments on said property; and to keep the buildings on said land in proper repair.

Should any of the above covenants be broken, then said note and all moneys secured hereby shall, without demand, if the Mortgagee, their legal representatives or assigns, so elect, at once become due and payable and the mortgage be foreclosed, and all costs and expenses of collection of said moneys with or without suit, including a reasonable fee for the Mortgagee(s) attorney, shall be paid by the Mortgagor(s), and the same are hereby secured.

Subordination, the City of Clewiston and Mortgagor(s) acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens terms covenants and conditions of the Senior Lien Holder(s), if applicable, and to the Mortgage of the Senior Lien Holder(s) including all sums advanced for the purpose of (a) protecting or further securing the lien of the Mortgage(s) of the Senior Lien Holder(s) curing defaults by the Mortgagor(s) under the Mortgage of the Senior Lien Holder(s) or for any other purpose expressly permitted by the Senior Lien Holder(s) or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the Mortgage of the Senior Lien Holder (s) are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the Mortgage of the Senior Lien Holder(s) and provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor(s) ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property.

Any person, including his successors or assigns (other than the Mortgagor(s) or related entity of the Mortgagor(s) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Mortgage of the Senior Lien Holder(s) shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder(s) acquire title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the Senior Lien Holder(s) acquisition of title, provided that (i) the City has been given written notice of a default under the Mortgage of Senior Lien Holder(s) and (ii) the City shall not have cured the default under the Mortgage of the Senior Lien Holder(s), or diligently pursued curing the default as determined by the Senior Lien Holder(s). Borrower and Lender request that the holder of any mortgage, deed of trust or other encumbrance with a lien which has a priority over this Deed of Trust to use its best efforts to give Notice to Lender, at Lender's address set forth on page one of the Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. Notwithstanding anything herein to the contrary, the holder of any mortgage, deed of trust or other encumbrances with a lien which has a priority over this Deed of Trust shall not be obligated to provide such Notice and the failure to provide such Notice shall not have any adverse effect on any default under the superior encumbrance or of any sale or other foreclosure action of any mortgage, deed of trust or other encumbrance with a lien which has a priority over this Deed of Trust. This paragraph does not constitute a waiver of notice or service of process in a proceeding for foreclosure as is required under State law.

In Witness Where of, The said Mortgagor(s) hereunto set their hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

NS Phillips
Witness Signature (as to Mortgagor)

Angel Zamora
Mortgagor

Angel Zamora
(Printed Name as to Mortgagor)

NS Phillips
Witness Signature (as to Mortgagor)

Virgen Zamora
Mortgagor

Virgen Zamora
(Printed Name as to Mortgagor)

STATE OF FLORIDA
COUNTY OF HENDRY

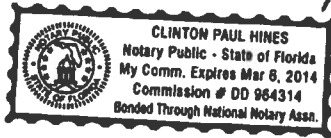
Inst: 201326008432 Date: 9/24/2013 Time: 1:48 PM
Doc Stamp-Mort: 131.6000 Int Tax: 75.2000
DC: Barbara S. Butler, Hendry County Page 2 of 2 B.868 P.175

I hereby Certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Angel and Virgen Zamora Known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that I executed the same, that I relied upon the following forms of identification of the above -named person(s): (Driver's License), Social Security Card, Picture Identification.

Witness my hand and official seal in the County and State last aforesaid this 10th day of July, 2013.

Notary Rubber Stamp Seal

Notary Signature:



Mortgage Note:

For a consideration, the undersigned promise(s) to pay the City of Clewiston, a political subdivision of the State of Florida which is organized under the laws of the State of Florida, the sum of **Thirty Seven Thousand Six Hundred Dollars and 00/100 (37,600.00)** together with interest at the rate of 0 percent per annum, subject to the following terms and conditions, commonly known as a "Deferred Payment Loan Agreement":

- a) For each year for a period of ten years, the maker(s) or any one of them, shall occupy the premises described below as their primary residence and homestead, one tenth of the principal amount, plus interest then accrued, shall be deemed to have been paid as of the anniversary date hereof.
- b) If not deemed paid under a) above, the entire balance and interest then due and owing shall become due and payable upon either of the following events:
 - (i) The sale of the premises to any person not declared eligible by the City of Clewiston;
 - (ii) Failure of the maker(s) or any of them, to occupy the premises as their primary residence; and
 - (iii) The death of the maker(s) unless heirs or devisees who continue to occupy the premises are determined to be eligible by the City of Clewiston.

The amounts due hereunder are secured by a mortgage on even date herewith given on premises in incorporated Hendry County, Florida described as:

Property Address: 608 E. Ventura Ave. Clewiston, FL 33440

Dated: 10th day of July, 2013

Angel Zamora L.S.
Maker

Dated: 10th day of July, 2013

Virgen Zamora L.S.
Maker

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT L
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-079

1. **Background/History:** Resolution No. 2024-079 approves the amendment to the Vegetation Removal Services Agreement between the City and Davey Tree Expert Company.

The City and Davey Tree Expert Company entered into an agreement on February 21, 2024 for vegetation removal services. The contract expires on December 31, 2026 with an option for two additional single-year renewals. The maximum amount for services is \$200,000.00

Staff is requesting an amendment to the contract to increase the maximum amount to \$425,000.00.

2. **Financial Impact:** additional cost not to exceed \$225,000.00.

3. **Attachments:**

- a. Resolution No. 2024-079
- b. Amendment and PO # 27388
- c. Resolution 2024-010 approving the contract between Davey Tree Expert Company and the City of Clewiston

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-079.

RESOLUTION NO. 2024-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AMENDMENT TO THE VEGETATION SERVICES AGREEMENT AND BETWEEN DAVEY TREE EXPERT COMPANY AND THE CITY OF CLEWISTON AND AUTHORIZING AND THE MAYOR TO SIGN.

WHEREAS, the City entered into an agreement with Davey Tree Expert Company for vegetation removal services; and

WHEREAS, services will require additional compensation in the amount of \$225,000.00; and

WHEREAS, an amendment to the contract is needed for the increased effort.

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

SECTION 1. The City Commission hereby approves the amendment to the Agreement between Davey Tree Expert Company and the City of Clewiston, dated February 21, 2024 and authorizes the Mayor to sign.

PASSED and APPROVED by the City Commission of the City of Clewiston this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan Brandenburg, City Attorney

AMENDMENT TO
RESOLUTION NO 2024-010 AGREEMENT

This Amendment (this “Amendment”) to Resolution No 2024-010 Agreement, dated February 19, 2024 (the “Existing Agreement”), is entered into as of October 14, 2024 (the “Effective Date”), by and between The Davey Tree Expert Company, a Ohio Corporation (“Davey”), and City of Clewiston, FL, a Florida Municipal Corporation (“Clewiston”). Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Existing Agreement.

RECITALS

- A. Davey and Clewiston entered into the Existing Agreement to set forth terms for Vegetation Removal Services As Needed.
- B. Davey and Clewiston desire to amend the Existing Agreement in accordance with the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davey and Clewiston do hereby agree as follows:

- 1. The Existing Agreement is hereby amended by increasing the contract value in section 2. Compensation from \$200,000 to \$425,000:
- 2. Except as amended and expressly provided in this Amendment, the Existing Agreement and each and every provision in the Existing Agreement remains unchanged by this Amendment, and as so amended, the Existing Agreement remains in full force and effect as of the Effective Date.
- 3. This Amendment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Effective Date.

THE DAVEY TREE EXPERT COMPANY

Signature: _____
Printed Name: _____
Title: _____

CITY OF CLEWISTON, FL

Signature: _____
Printed Name: _____
Title: _____

CITY OF CLEWISTON

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

PURCHASE ORDER

Date 21-Oct-2024 Requested By: DW

Deliver To: The City of Clewiston

Address: 115 West Ventura Ave
CLEWISTON, FLORIDA 33440
TEL: 863-983-1496
FAX: 863-983-3112

Davey Tree Expert Company
1500 N. Mantua Street
Kent, OH 44240-5193

SHIP VIA

UNLESS OTHERWISE STATED
ALL PRICES F.O.B. CLEWISTON

DATE WANTED

TERMS

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

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
1	each	Vegetation Removal Services per Agreement dated 2-21-24 T&M NOT TO EXCEED		\$225,000.00
		TOTAL		\$225,000.00
		Source Document Resolution 2024-		

Florida State Sales Tax Exemption No. 85-8012621547C-1		Certificate The city of Clewiston is exempt from FEDERAL EXCISE TAXES. Exemption certificate will be signed upon request.				
		FUND	DEPT.	OBJECT	PROJECT	AMOUNT
		410	2010	534000		
PURCHASING AGENT						
CITY MANAGER						
IMPORTANT SHOW THIS NUMBER ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS AND CORRESPONDENCE. PURCHASE ORDER						27388

RESOLUTION NO. 2024-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE AWARD THROUGH PIGGYBACK CONTRACT OF THE CITY OF LAKE WORTH BEACH RIGHT OF WAY VEGETATION MANAGEMENT CONTRACT NO. IFB 23-122 FOR VEGETATION REMOVAL SERVICES AS NEEDED BY THE CITY TO THE DAVEY TREE EXPERT COMPANY; AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE AWARDEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, In 2023 the City of Lake Worth Beach issued IFB No. 23-122 for Right of Way Vegetation Management; and

WHEREAS, the City of Lake Worth Beach awarded contracts to the selected vendors initiating December 4, 2023; and

WHEREAS, Contractor Davey Tree Expert Company (Davey) has offered to perform vegetation removal services per the terms and conditions of the contract executed between Davey and the City of Lake Worth Beach; and

WHEREAS, the City of Clewiston now wishes to contract with The Davey Tree Expert Company for vegetation management services within the City of Clewiston.

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

SECTION 1. The City Commission of the City of Clewiston hereby approves the attached piggyback agreement with The Davey Tree Expert Company, based on the award of similar contracts by the City of Lake Worth Beach Florida pursuant to its IFB No. 23-122 and such agreement is hereby approved for services up to a maximum amount of \$200,000.00.

SECTION 1. The mayor and city manager are hereby authorized to execute this agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 19th day of February, 2024.

ATTEST:

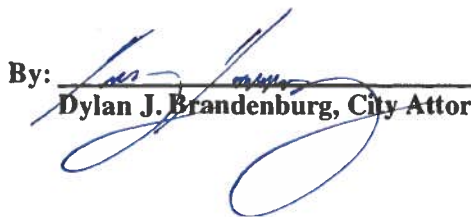
CITY OF CLEWISTON, FLORIDA


Mary K. Combass, City Clerk


James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Dylan J. Brandenburg, City Attorney

CITY OF CLEWISTON
AGREEMENT FOR VEGETATION REMOVAL SERVICES

THIS AGREEMENT FOR VEGETATION REMOVAL SERVICES is entered into and effective this 21 day of February, 2024, by and between the CITY OF CLEWISTON, a Florida municipal corporation with offices located at 115 W. Ventura ST, Clewiston, Florida 33440-3709, organized and existing in accordance with the laws of the State of Florida, hereinafter “the City”; and The Davey Tree Expert Company, a corporation authorized to do business in the State of Florida, with its principal office located at 1500 N. Mantua Street, Kent, OH 44240-5193 “the Contractor”, and collectively with the City, “the Parties”.

WITNESSETH

The City and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide vegetation removal services as needed by the City. The Parties agree to enter into this Agreement and piggyback for the vegetation removal services at the unit prices described in the City of Lake Worth Beach Right-of-Way Vegetation Management Contract awarded through IFB No. 23-122. Said contract, including its terms, conditions, specifications, and attached exhibits/amendments, are hereby fully incorporated into this Agreement and attached hereto as **Exhibit “A”**.

2. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be pursuant to the unit prices provided in **Exhibit “A”**. The Parties hereby agree to the City’s purchase of supplies and/or services in greater or lesser amounts than estimated in the City of Lake Worth Beach Right-of-Way Vegetation Management Contract, as referenced by the attached proposal in **Exhibit “A”**. The maximum amount for services under this contract shall not exceed \$200,000. In consideration for the above Scope of Services and pursuant to any Exhibits, if applicable, the City shall pay the Contractor via purchase order at the unit rates described in **Exhibit “A”**. The goods or services shall be delivered in a manner, location, and time as directed by the City the “Performance Date.”

3. **PURCHASE ORDERS:** Seller is aware that price and time are of the essence in this contract and that prompt and timely performance of all such obligations is strictly required. If conditions change that would require an increase in price, scope, or time for performance Seller must notify the City in writing detailing the conditions that have changed and requesting a change order to the purchase order within 30 days prior to the performance date "Purchase Order Deadline". Requested changes submitted after the purchase order deadline will not be considered. Seller shall not proceed with any change to its obligations under a purchase order unless documented in a written change order executed by both Parties. If Seller requests a change order prior to the purchase order deadline City at its discretion may accept the change order as is or with modifications, deny the change order, re-advertise and re-solicit providers for the required goods or services or terminate this contract. If the City elects to re-advertise and re-solicit the need for goods or services the City will have 90 days "Solicitation Period" in which to accept the contemplated change order or terminate this contract. At any time after execution of this Agreement but prior to Seller's delivery of the Goods, the City reserves the right at its discretion to change, modify, revise add, or remove any part of its order for the Goods as described by this Agreement and any Exhibits, if applicable. If any such change to the City's order causes an increase or decrease in the cost of the Goods or causes a change in the time required for delivery of the Goods, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both. Any change to the City's order for the Goods and any subsequent equitable adjustment to the terms of this Agreement shall be effectuated through a written Amendment to this Agreement as executed by both Parties pursuant to Section 15 of this Agreement.

4. **TERM; TERMINATION; NOTICE:** Pursuant to the City of Lake Worth Beach Right-of-Way Vegetation Management Contract awarded through IFB No. 23-122, the original contract term will expire on December 31st, 2026, with an option for two additional single-year renewals. This Agreement may be terminated by either party upon 30 days' written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand-delivered to the Parties during regular business hours at the following addresses:

City	Contractor
City of Clewiston 115 W. Ventura Clewiston, FL 33440-3709	The Davey Tree Expert Company 1500 N. Mantua Street, Kent, OH 44240-5193

5. **INSURANCE:** The Contractor shall provide proof of workman's compensation insurance and liability insurance in such amounts as are specified in **Exhibit "A"** and shall name the City as an "additional insured" on the liability portion of the insurance policy.

6. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the City, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

7. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

8. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the City. Both the City and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee-employer or principal-agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

9. **INSPECTOR GENERAL:** The Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts, and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the City shall fully cooperate with the inspector

general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the City, as well as contractors and lobbyists of the City in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

10. E-VERIFY ELIGIBILITY: The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No, later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers, and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its sub-consultants an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a sub-consultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The City shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the City shall notify the Contractor to terminate its contract with the sub-consultant and the Contractor shall immediately terminate its contract with the sub-consultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination.

11. SCRUTINIZED COMPANIES: For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes* and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the

Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the City may terminate this Agreement at the City's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

12. **ATTORNEY'S FEES:** In the event, a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

13. **FORCE MAJEURE:** The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

14. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Hendry County, Florida should any dispute arise with regard to this Agreement.

15. **AMENDMENTS & ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the City.

16. **PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request from the City's custodian of public records, the Contractor must provide the City with

copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the City, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in Scope of Services are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the City. Finally, upon completion of the Agreement, the Contractor shall 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. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored 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 City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CITY CLERK, RECORDS CUSTODIAN FOR THE CITY, AT (863) 983 - 1484, OR AT kathy.combass@clewiston-fl.gov, OR AT 115 W. VENTURA ST, CLEWISTON, FLORIDA 33440-3709.

17. HEADINGS: The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

18. SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this

Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

19. **WAIVER:** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The City's consent to or approval of any act requiring the City's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

20. **ENTIRE AGREEMENT:** This eight page Agreement, including any Exhibits, constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement. In the event of a conflict between this and any other document, this document shall prevail.

22. **AUTHORITY TO OBLIGATE:** Each person signing this agreement on behalf of either Party warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

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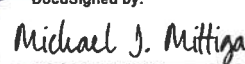
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

THE DAVEY TREE EXPERT COMPANY

DocuSigned by:

C594AA049725477...

DocuSigned by:

6A0D315A0C9E443...
By: Michael J. Mittiga, VP & General Manager, Eastern Utility

DocuSigned by:

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(Corporate Seal)

CITY OF CLEWISTON


By: James Pittman, Mayor

ATTEST:



(Seal)

Mary K. Combass,
City Clerk

**CONTRACTOR AGREEMENT
(Right-of- Way Vegetation Management)**

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 12/4/2023, between the **City of Lake Worth Beach, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **The Davey Tree Expert Company**, a corporation authorized to do business in the State of Florida, with its principle office located at 1500 N. Mantua Street, Kent, OH 44240-5193, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation For Bid # 23-122 ("IFB") for the procurement of responsible and experienced tree trimming contractors to cut clear and maintain the easements and rights of way (incorporated herein); and

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in the IFB (a portion of which is attached hereto as Exhibit "A"); and

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for an initial term commencing upon the expiration of the prior contract, December 15, 2023, and ending three (3) years therefrom, with two (2) additional single year renewal options. The option(s) to renew may be exercised by the City Manager. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work/Services

2.1 The nature and extent of work/services to be rendered by the CONTRACTOR are to perform Vegetation Management Services ("VMS") for rights-of-way and easements that contain electric transmission and distribution and water distribution and sewer collection lines within the City's electrical, water and sewer service territories (as set forth more specifically set forth in the IFB, which is incorporated herein by reference). The services being sought include, but are not limited to all labor, supervision, equipment, necessary permits, traffic control including road closure plans and permits, debris removal and incidentals necessary to complete the requested services. Additional services may be requested on an as-needed basis.

- a. The Contractor shall provide all supervision, labor, equipment and supplies necessary to undertake the work identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The Contractor shall work with designated City employees to develop schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.
- e. The Contractors normal work week will be four (4) ten (10) hour shifts, Monday through Friday, 7:00 am to 5:30 pm, excluding holidays. The City observes fourteen (14) holidays per year. No work is allowed outside these specified times or the City's Legal Holidays without the City's or designated representatives prior authorization.
- f. The City reserves the right to adjust and or modify the hours of operation, work week, crew schedule and crew size as needed to meet the work requirements.

2.2 All requirements in the IFB and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR'S trade in general and that the CONTRACTOR'S work/services shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the work/services provided for herein in a professional and competent manner.

3. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY

will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work/services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work/services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work/services.

6. FEE AND ORDERING MECHANISM

6.1 For materials, labor and equipment necessary to provide the services under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the City in accordance with the IFB and in an amount not to exceed the hourly rates in the CONTRACTOR's bid submittal in response to the IFB. The schedule of Unit Prices is included herein as **Exhibit "A"**.

6.2 Should the CITY require additional or unforeseen work not included in this Agreement fees and payment for such work/services will be set forth in a separate amendment to this Agreement as authorized by the CITY prior to any such additional work/services being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work/services in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved work/services.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the hourly rates to complete all work as specified herein and no additional costs shall be authorized without prior written approval from CITY.

8. Billing

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in paragraph 6. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall normally be paid within thirty (30) days of the receipt of an approved invoice for work/services.

9. AUDIT BY CITY

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work/services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Work/Services or perform any additional work/services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional work/services or materials. Additional labor or materials provided without written amendment shall be done at the CONTRACTOR's risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the work/services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such work/services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such work/services related to the claimed default; or

B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for that work/services which has been satisfactorily completed to the date of termination.

No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverage set forth in the IFB.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured".

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.4.1 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.4.2 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the work/services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be exclusively in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Hwy
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

The Davey Tree Expert Company
Attn: Brent Reppening
Executive Vice President
1500 N Mantua Street
Kent, OH 44240

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that 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 or sub-contractor 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 following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. PUBLIC RECORDS

30.1 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, 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 Agreement, 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 completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from

the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other contractor or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

36. SAFETY: ACCIDENT PREVENTION

36.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

36.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

36.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

37.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any

of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

39.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

39.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement;

39.6. Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the CITY to order the CONTRACTOR immediately terminate the contract with the subcontractor; and

39.7 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement for Right-of-Way Vegetation Management on the day and year first above written.



CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Glen J. Torcivia
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **The Davey Tree Expert Company**

By: Brent R. Repenning
Print Name: Brent R. Repenning
Print Title: Executive Vice President

[Corporate Seal]

STATE OF Ohio
COUNTY OF Portage

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization on this 26 day of October 2023, by Brent R. Repenning, as the Executive Vice President [title] of The Davey Tree Expert Company, a Florida corporation, who is personally known to me or who has produced Drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal: Kaylee Yutzey
Notary Public Signature



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028

EXHIBIT A
UNIT PRICES

(B4)

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Bidders shall provide unit prices for all items to be considered for award.

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
LABOR RATES					
1	Routine Service Rate (normal hours) for Tree Crew Foreman	HR	7,500	\$ 35.91	\$ 269,325.00
2	Routine Service Rate (normal hours) for Mowing Crew Foreman	HR	3,800	\$ 31.98	\$ 121,524.00
3	Routine Service Rate (normal hours) for General Foreman	HR	1,900	\$ 41.74	\$ 79,306.00
4	Routine Service Rate (normal hours) for Tree Trimmer	HR	13,000	\$ 26.79	\$ 348,270.00
5	Routine Service Rate (normal hours) for Groundman	HR	7,600	\$ 26.14	\$ 198,664.00
6	Routine Service Rate (normal hours) for Groundman with CDL	HR	500	\$ 28.75	\$ 14,375.00
EQUIPMENT RATES					
7	2WD Aerial Bucket Truck – 55' minimum working height	HR	5,000	\$ 19.11	\$ 95,550.00
8	2WD Aerial Bucket Truck – 70' minimum working height	HR	1,000	\$ 22.95	\$ 22,950.00
9	4WD Mini Bucket with Dump	HR	8,640	\$ 21.90	\$ 189,216.00
10	Disc Chipper	HR	8,712	\$ 7.09	\$ 61,768.08

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

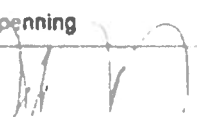
ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
11	Gas Saw	HR	18,960	\$0.87	\$16,495.20
12	Zero Turn Mower	HR	4,272	\$9.72	\$41,523.84
13	Trailer	HR	360	\$1.31	\$471.60
14	Weed Eater	HR	3,872	\$1.13	\$4,488.36
15	Pickup Truck	HR	6,192	\$13.67	\$84,644.64
TOTAL:					\$1,548,571.72

Name of Bidder: The Davey Tree Expert Company

Address: 1500 North Mantua Street City: Kent ST OH Zip 44240

Phone: (330) 548-1931 Email: EUBids@davey.com

Print Name: Brent R. Repenning Title: Executive Vice President

SIGNATURE:  Date: 8/16/2023

RESOLUTION NO. 2024-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities; and

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

Section 1. That the City of Clewiston encourages all citizens, city government officials and employees to recognize and celebrate Florida City Government Week.

Section 2. That the City of Clewiston encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of Clewiston supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

PASSED AND ADOPTED by the City Commission of the City of Clewiston this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

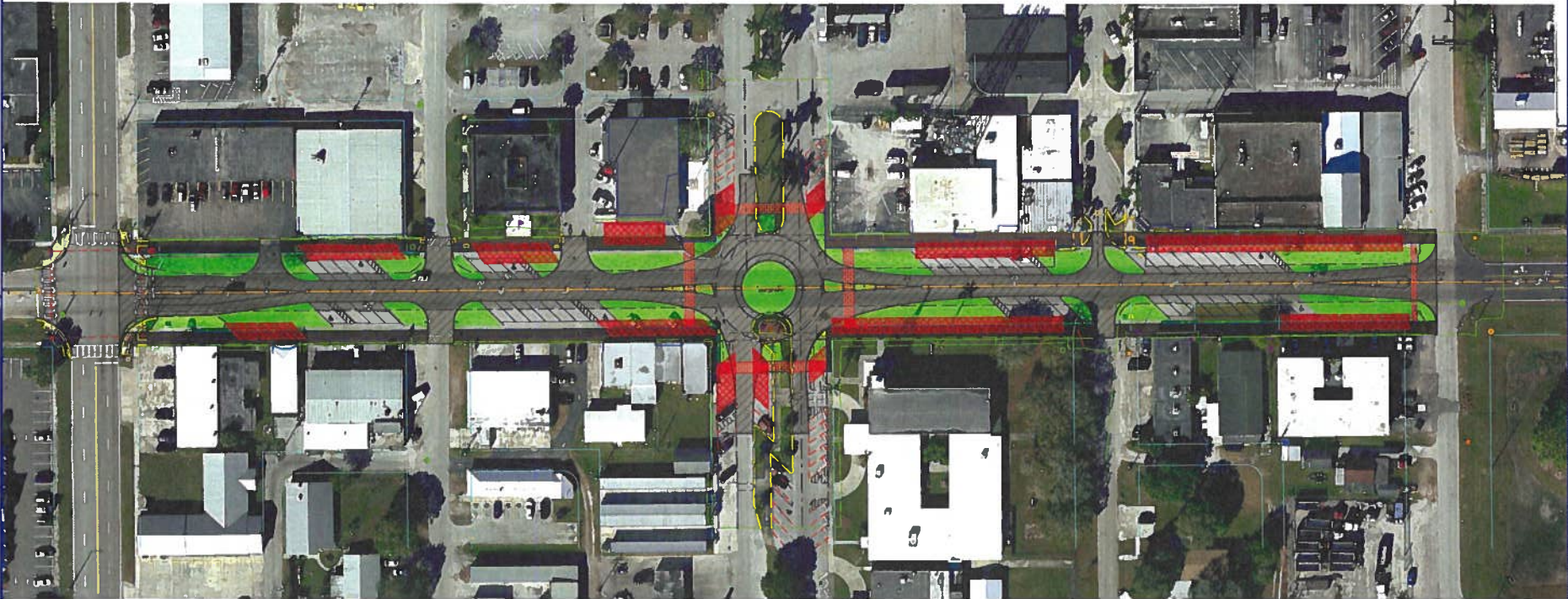
James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

	PARKING SPOTS			
	STANDARD PARKING		HANDICAP PARKING	
	EXISTING	PROPOSED	EXISTING	PROPOSED
VENTURA AVE	100	37	5	9
CENTRAL AVE	35	22	4	3
TOTAL	135	59	9	12



LEGEND

	RECONSTRUCTION
	GRASS AREAS
	PEDESTRIAN CROSS WALK
	PROPOSED SIDEWALK
	EXISTING PARKING STALLS TO BE ELIMINATED

REVISIONS		ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PARKING SPOTS EXHIBIT	SHEET NO.
DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			VENTURA	HENDRY			

JACOB NUSSEL, P.E.
LICENSE NUMBER: 84373
TETRA TECH, INC.
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801

STATE OF FLORIDA
CITY OF CLEWISTON
ROADWAY PLANS

HENDRY COUNTY (07030)

VENTURA AVENUE RECONSTRUCTION
FROM WC OWEN AVENUE TO DEANE DUFF AVENUE

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 3	TYPICAL SECTIONS
4	GENERAL NOTES
5	PROJECT LAYOUT
6 - 8	ROADWAY PLANS
9	EROSION CONTROL DETAILS
10 - 12	SIGNING AND PAVEMENT MARKING PLANS

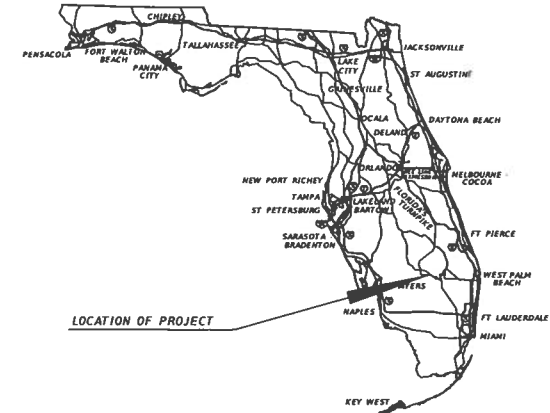
GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-2026 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2025-2026 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>



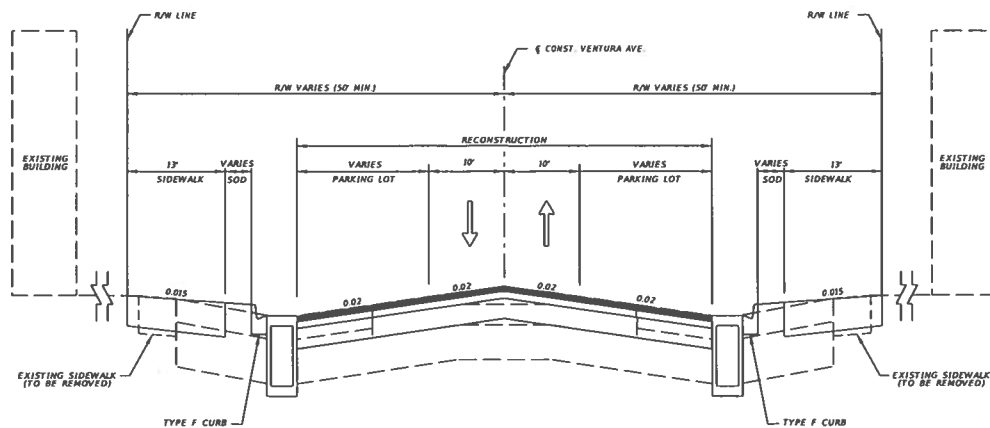
ROADWAY PLANS
ENGINEER OF RECORD:

JACOB NUSSEL, P.E.
P.E. LICENSE NUMBER 84373
TETRA TECH, INC.
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
(407) 480-3963
CONTRACT NO.:
VENDOR NO.: F954148514001

PROJECT MANAGER:

STEVEN AGAPI, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	25	



TYPICAL SECTION
W VENTURA AVE.
STA. 16+62.17 TO STA. 21+26.22
STA. 24+13.71 TO STA. 28+95.69

NEW CONSTRUCTION

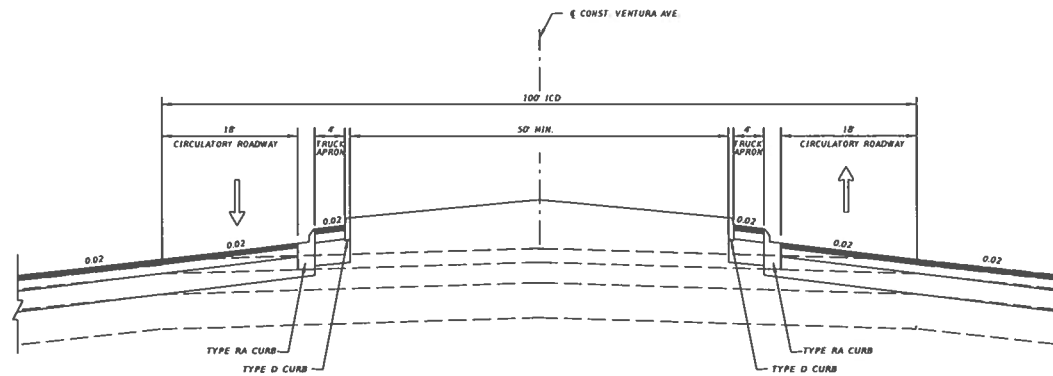
OPTIONAL BASE GROUP 9
TYPE SP STRUCTURAL COURSE (TRAFFIC E) (2")
FRICTION COURSE FC-5 ($\frac{3}{8}$ ") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = AADT =
ESTIMATED OPENING YEAR = AADT =
ESTIMATED DESIGN YEAR = AADT =
K = % D = % T = % (24 HOUR)
DESIGN HOUR T = %
TARGET SPEED = 30 MPH
DESIGN SPEED = 30 MPH
POSTED SPEED = 30 MPH

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA CITY OF CLEWISTON			TYPICAL SECTION VENTURA AVENUE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					VENTURA	HENDRY			

JACOB NUSSEL, P.E.
LICENSE NUMBER: 84373
TETRA TECH, INC.
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801



TYPICAL SECTION
W VENTURA AVE.
STA. 21+26.22 TO STA. 24+13.71

TRAFFIC DATA

CURRENT YEAR = AADT =
ESTIMATED OPENING YEAR = AADT =
ESTIMATED DESIGN YEAR = AADT =
K = % D = % T = % (24 HOUR)
DESIGN HOUR T = %
TARGET SPEED = 30 MPH
DESIGN SPEED = 30 MPH
POSTED SPEED = 30 MPH

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9
TYPE SP STRUCTURAL COURSE (TRAFFIC E) (2")
FRICTION COURSE FC-5 (3/4") (PG 76-22)

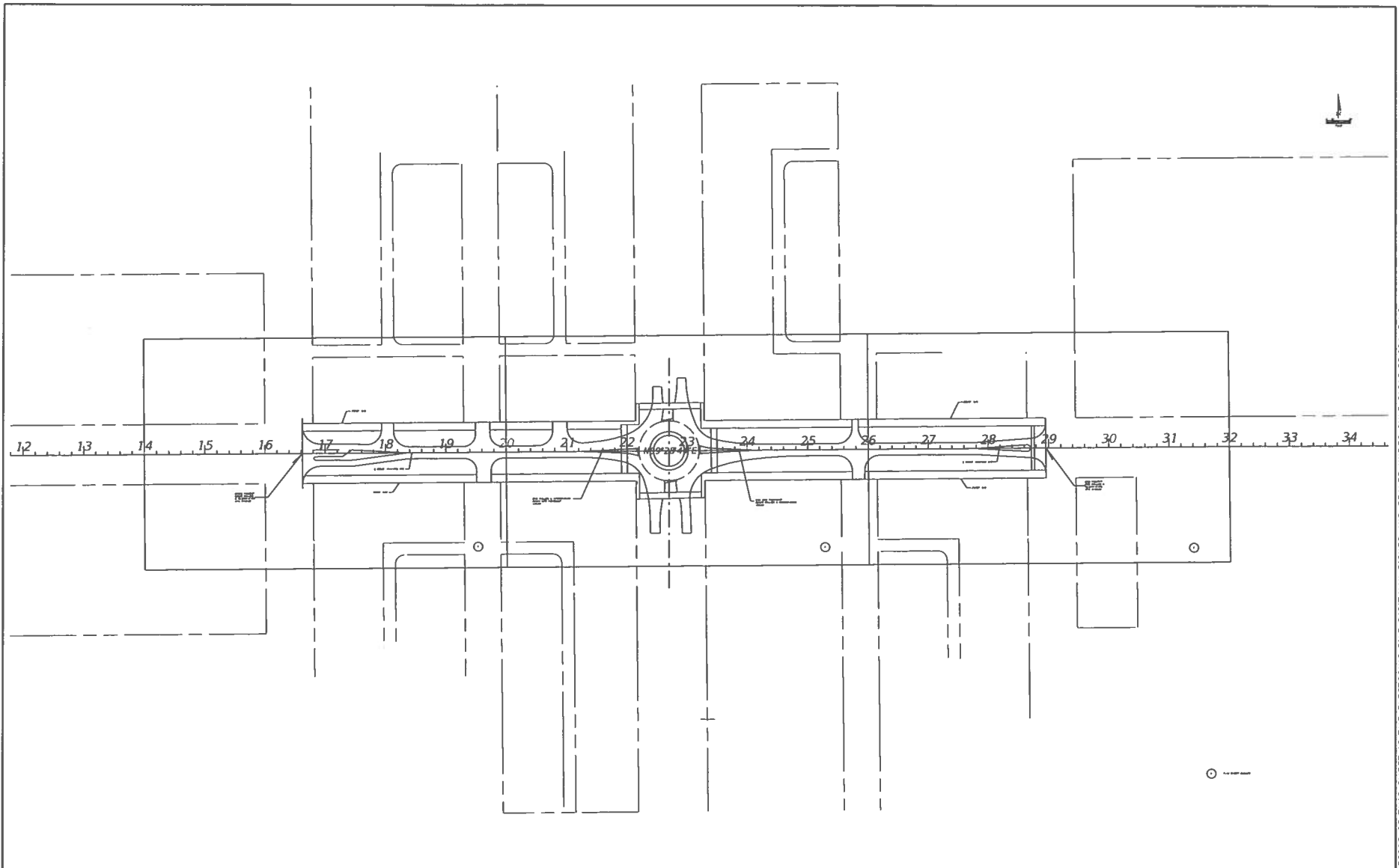
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA CITY OF CLERWISTON			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					VENTURA	HENDRY		

ROUNDAABOUT TYPICAL

GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
- DARREN TOWNSEND, PSM
P.S.M. NO. 6476
AIM ENGINEERING & SURVEY
2161 FOWLER STREET, SUITE 100
FORT MYERS, FL 33901
LICENSED BUSINESS NO. 3114
2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

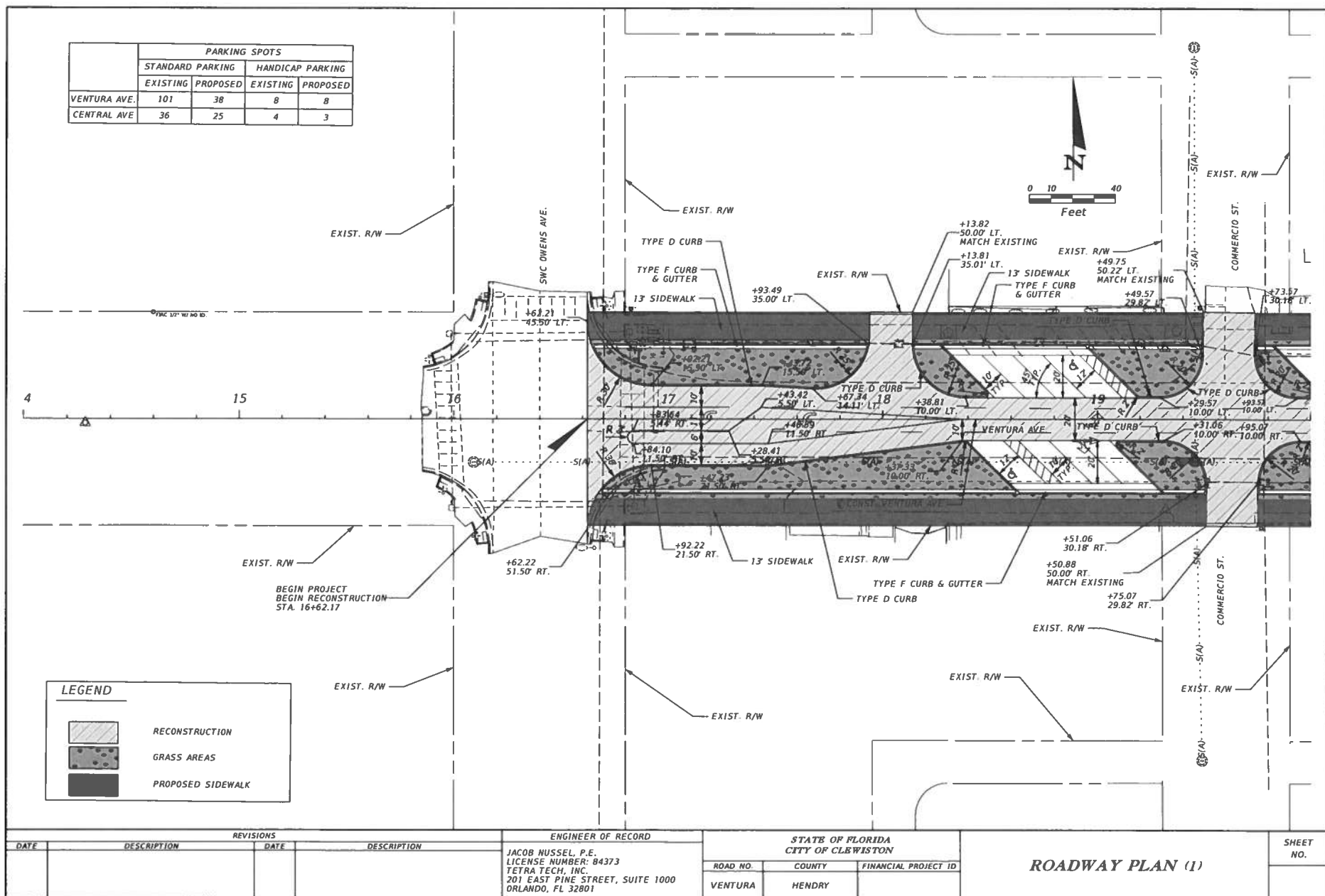
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA CITY OF CLEWISTON			GENERAL NOTES VENTURA AVENUE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						VENTURA	HENDRY			

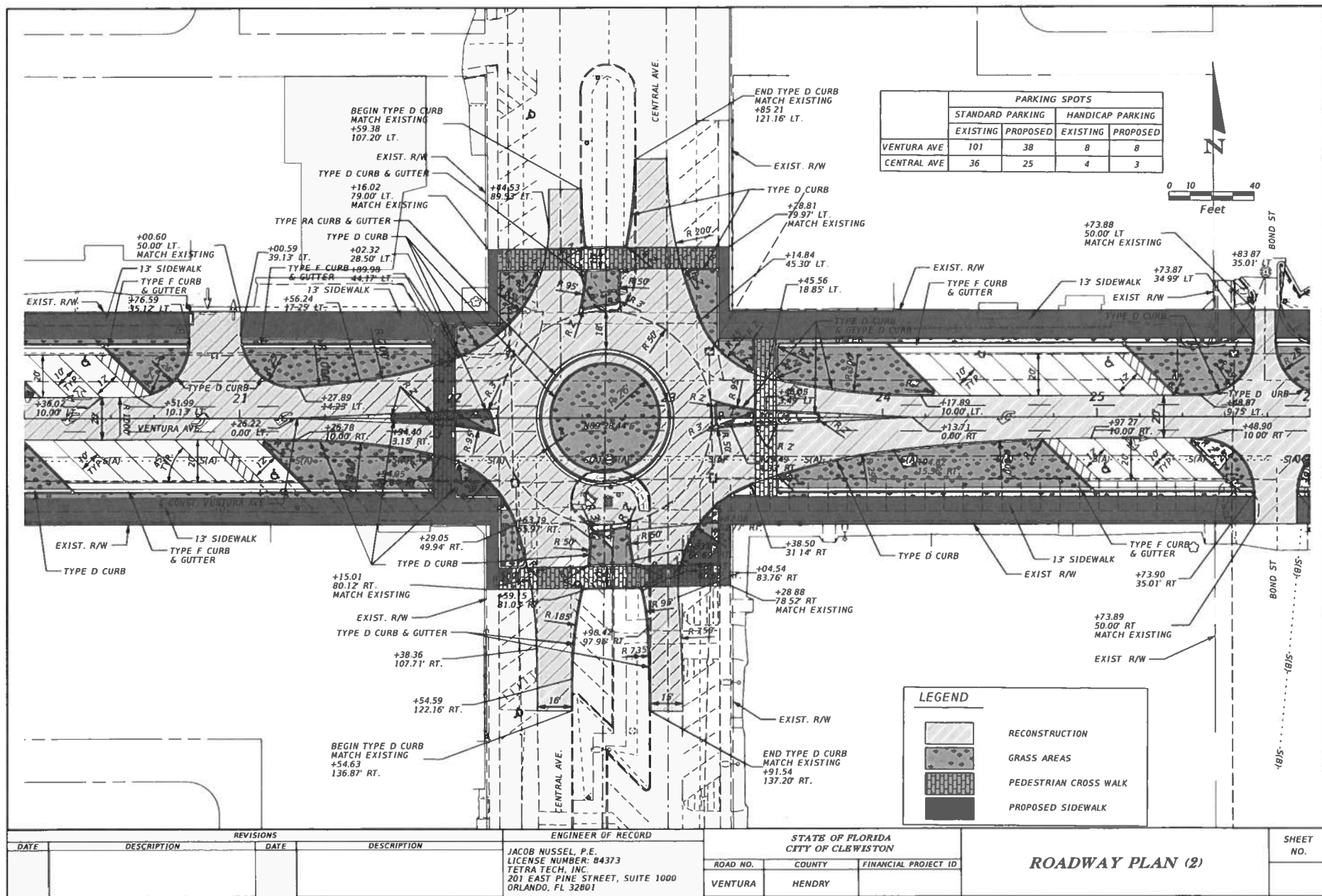


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA CITY OF CLEWISTON			PROJECT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801	VENTURA	HENDRY			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

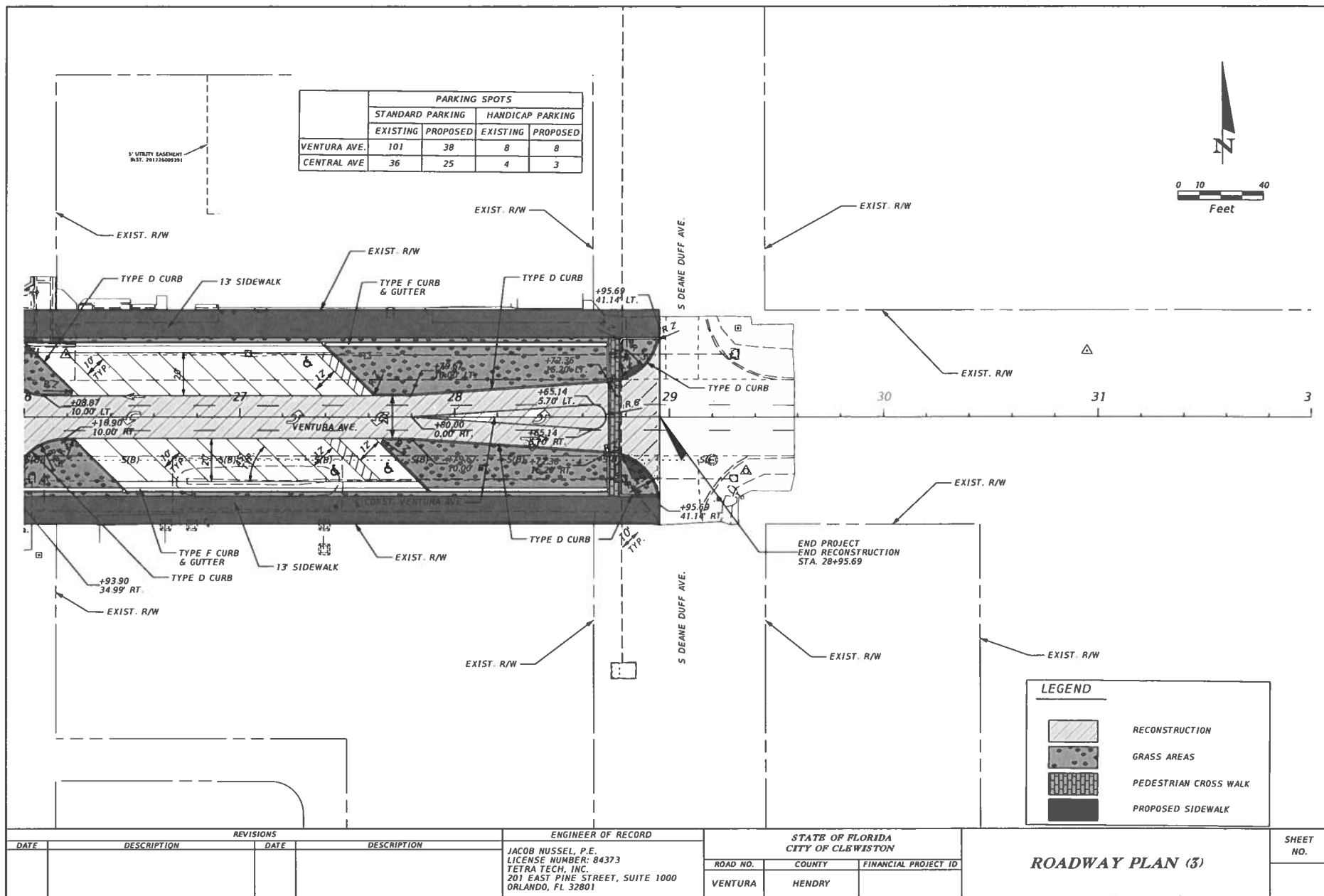
	PARKING SPOTS			
	STANDARD PARKING		HANDICAP PARKING	
	EXISTING	PROPOSED	EXISTING	PROPOSED
VENTURA AVE.	101	38	8	8
CENTRAL AVE	36	25	4	3

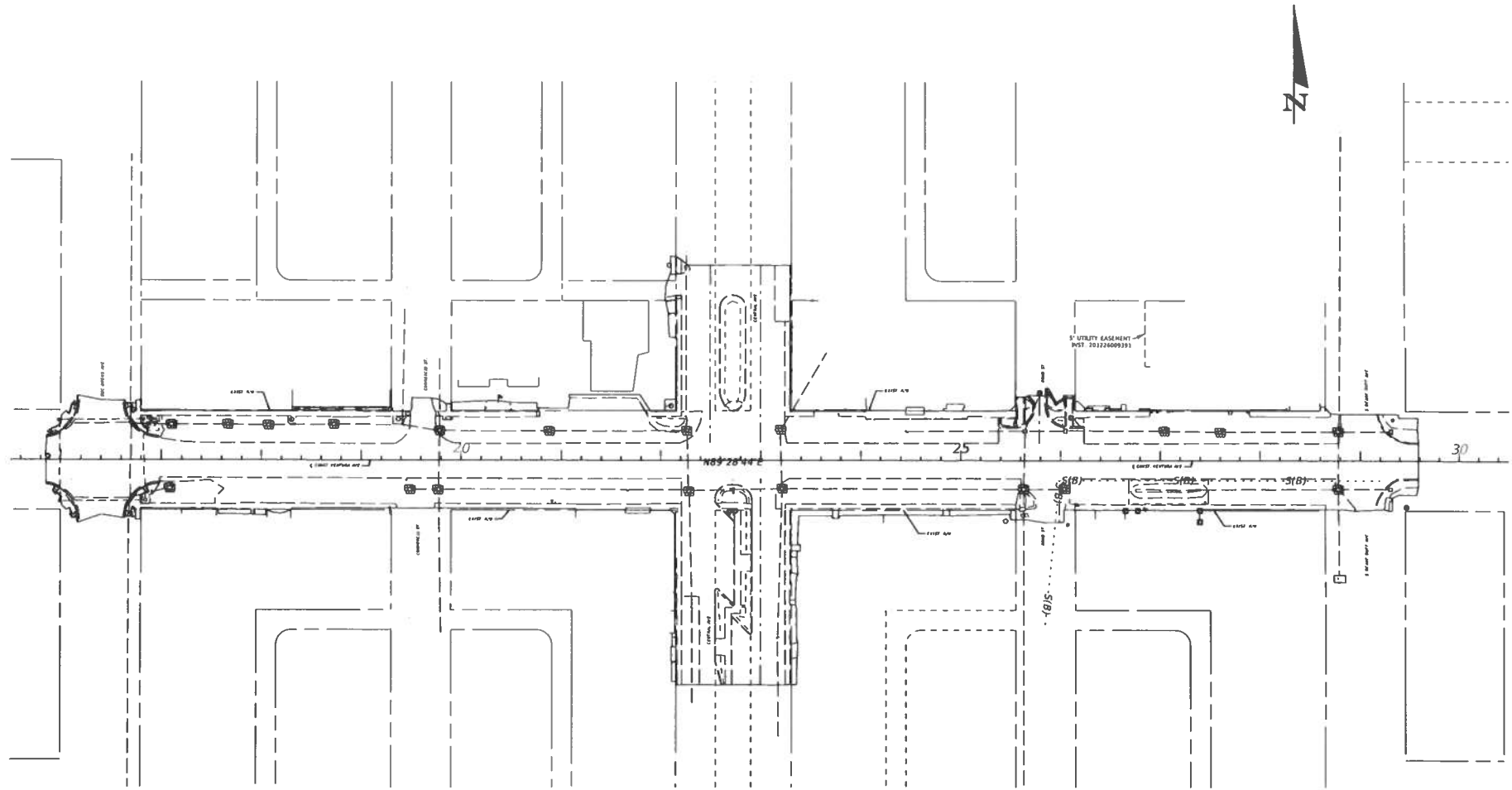




THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

	PARKING SPOTS			
	STANDARD PARKING		HANDICAP PARKING	
	EXISTING	PROPOSED	EXISTING	PROPOSED
VENTURA AVE.	101	38	8	8
CENTRAL AVE	36	25	4	3





PLAN VIEW
N.T.S.

- NOTES:**
 1. DO NOT PLACE EROSION CONTROL ACCROSS DRIVEWAYS.
 2. DO NOT PLACE REOSION CONTROL ACCROSS PIPE OPENINGS OR OTHERWISE BLOCK ANY DRAINAGE CONVEYANCE.

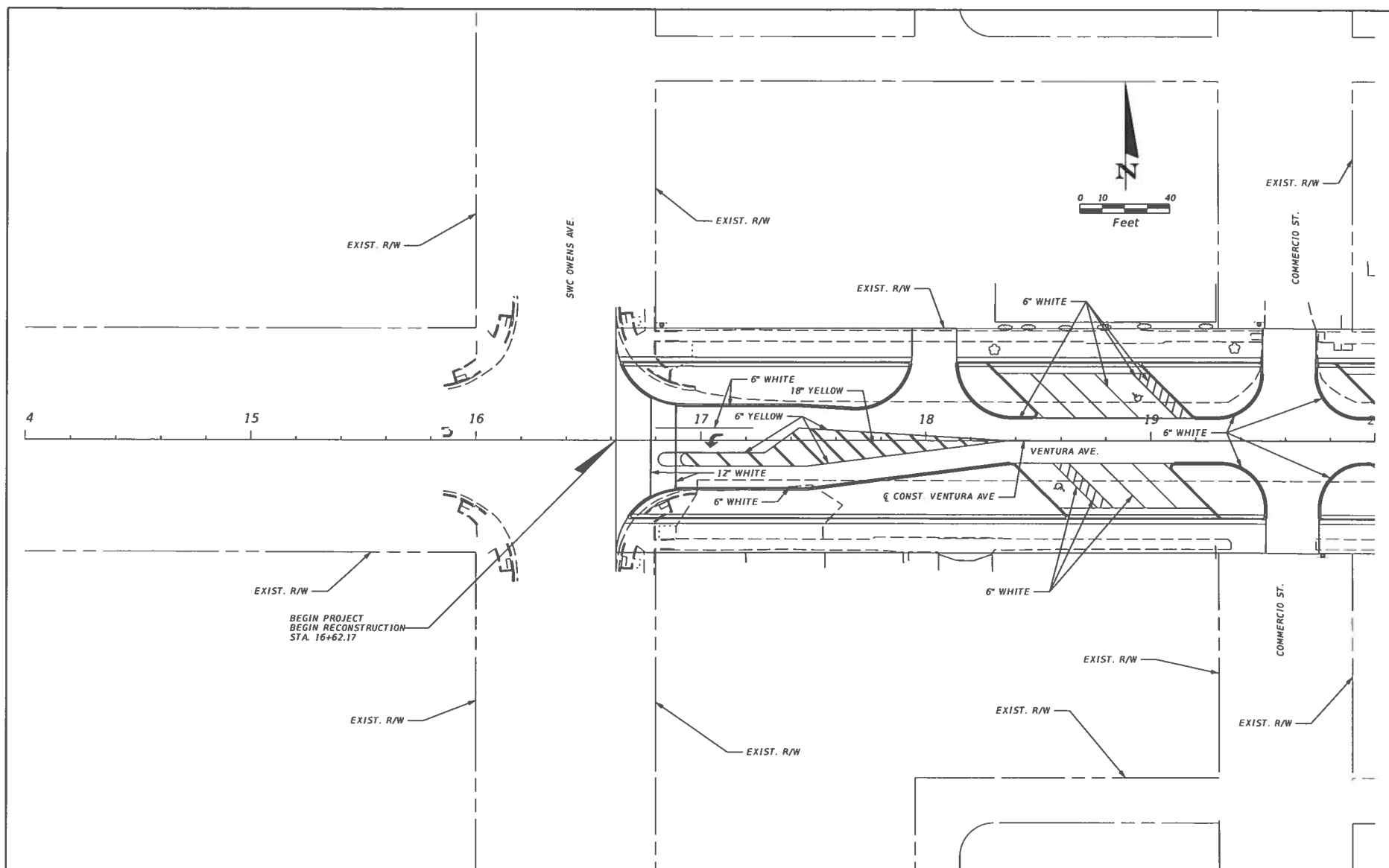
LEGEND
 [Symbol] INLET PROTECTION SYSTEM

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA CITY OF CLEWISTON			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							VENTURA	HENDRY		

EROSION CONTROL DETAILS

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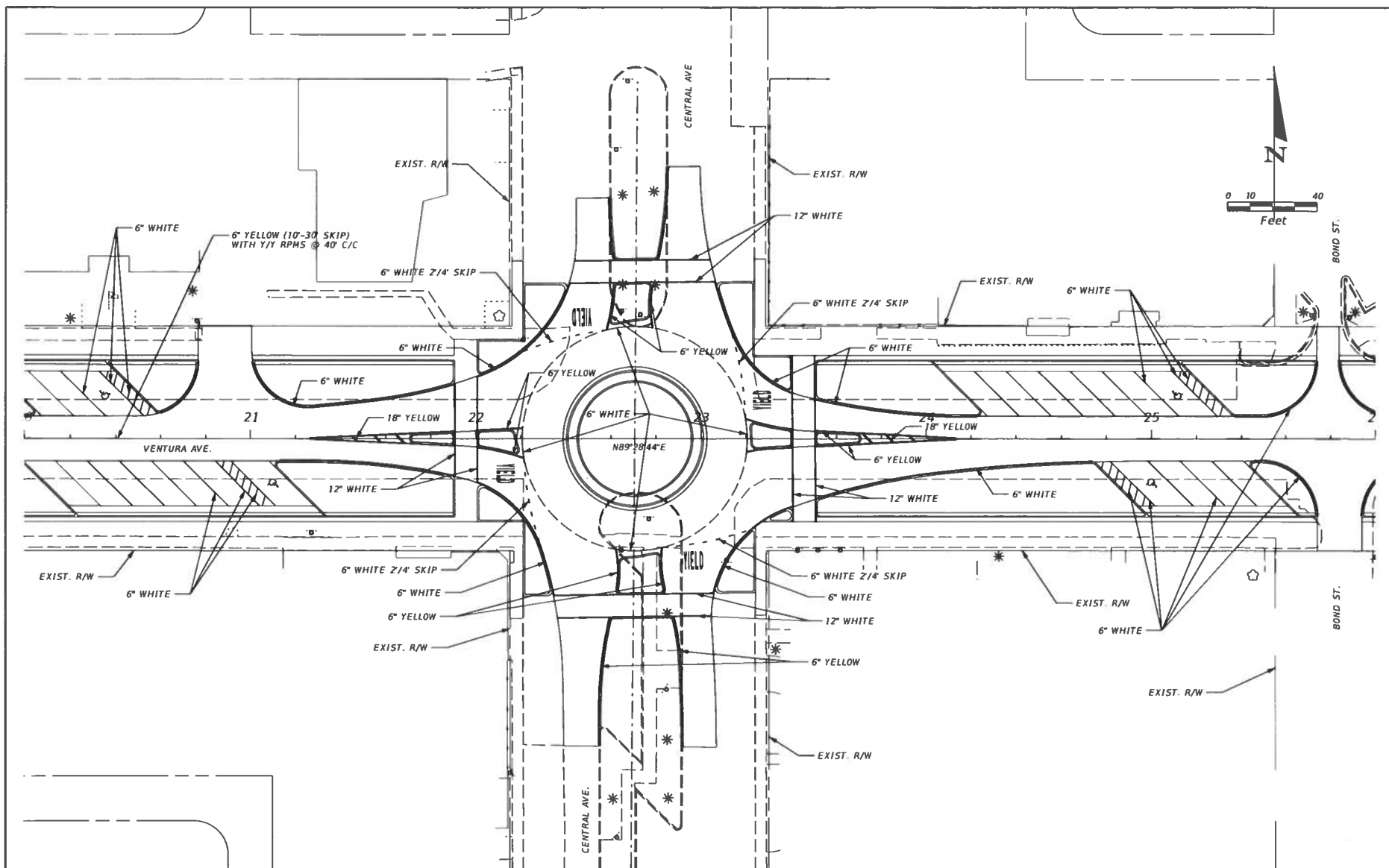
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				PROFESSIONAL TYPE JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801	STATE OF FLORIDA CITY OF CLEWISTON			SIGNING AND PAVEMENT MARKING PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					VENTURA	HENDRY			

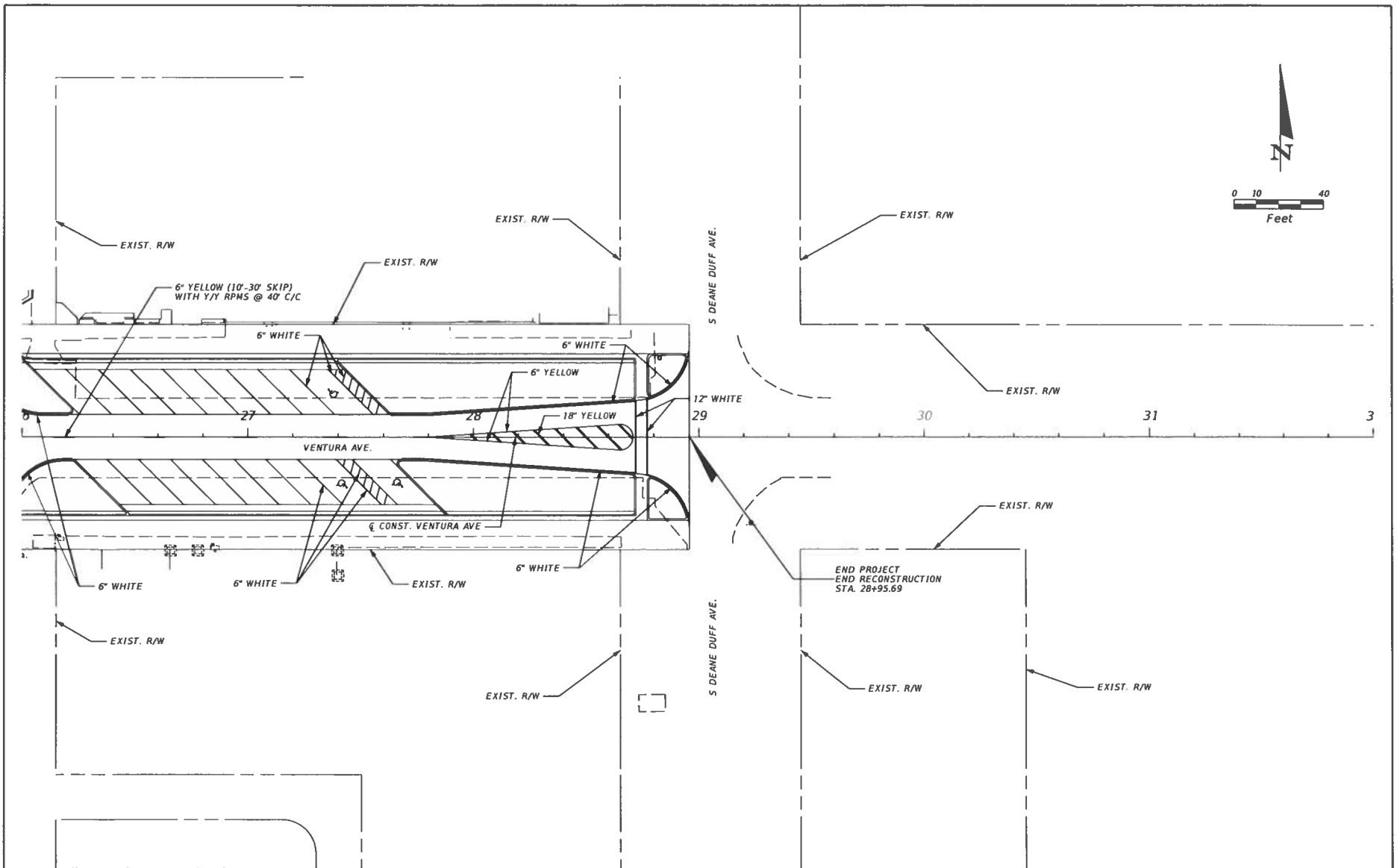
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FAC NOTE



REVISIONS		PROFESSIONAL TYPE		STATE OF FLORIDA CITY OF CLWISTON			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
			JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32601	VENTURA	HENDRY		

**SIGNING AND PAVEMENT
MARKING PLAN (2)**



REVISIONS		PROFESSIONAL TYPE		STATE OF FLORIDA CITY OF CLEWISTON			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
			JACOB NUSSEL, P.E. LICENSE NUMBER: 84373 TETRA TECH, INC. 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32601	VENTURA	HENDRY		

**SIGNING AND PAVEMENT
MARKING PLAN (3)**

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: October 21, 2024

Subject: Ordinance No. 2024-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.

- 1. Background/History:** Ordinance No. 2024-03 amends the Clewiston Code of Ordinances, § 50-7, Storage on Private Property.

Since the first reading of Ordinance No. 2024-03 on January 22, 2024, there has been further discussion during publicly held workshops reviewing Sec 50-7. During those questions and discussions these were the points of discussion:

- Public comment received during a regularly scheduled commission meeting. The question/discussion; is the enforcement of the ordinance being done by the city. The current interpretation and enforcement by the Code Enforcement Officer of Sec 50-7 was discussed in open meeting. This question/discussion brought more questions and the Commission decided to review the ordinance in a public workshop for further discussion and possible ideas for updating Ordinance Sec 50-7.
- A presentation was provided by Community Improvement Division Supervisor during the March 6, 2023 and September 26, 2023 workshop on the subject. This presentation and discussion at the workshop addressed the current ordinance and interpretation for enforcement. The workshop provided staff direction for recommended changes to the ordinance based on the discussion.

The public hearing and final reading of Ordinance No. 2024-03 on February 19, 2024 was tabled to allow time for the Planning & Zoning Board to review and make a recommendation. The City Planning & Zoning Board met on May 29, 2024 to discuss the ordinance and possible changes. A motion was made to remove the 60 foot and 10 foot restriction, with a recommendation for the City Commission to cap the number of items allowed based on square footage of lot. The motion was passed on a voice vote with 4 yeas, 0 nays. Board member Donnie Hughes was absent.

The public hearing and final reading of Ordinance No. 2024-03 on July 15, 2024 was tabled to October 21, 2024 to allow time for a joint workshop with the City Commission and Planning & Zoning Board.

A joint workshop of the City Commission and Planning & Zoning Board was held on October 14, 2024. After discussion, the City Commission requested that the ordinance go back to the Planning & Zoning Board for further review.

2. **Business Impact Statement:** Ordinance No. 2024-03 is necessary to amend the Code of Ordinances § 50-7, Storage on Private Property to comply with state law changes resulting from SB170 (2023) regarding the regulation of the storage on private property. There is no economic impact on businesses and no compliance cost.
3. **Financial Impact:** N/A
4. **Attachments:**
 - a. Ordinance No. 2024-03
 - b. Affidavit of Publication
5. **Actions/Options/Recommendations:** Recommended motion is to table the final reading of Ordinance No. 2024-03 to a date certain of December 16, 2024.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 50-7 STORAGE ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clewiston City Commission met at its January 16th, 2024 workshop to conduct a review of § 50-7 and recommended amendments to the City's existing ordinance regarding the storage on private property; and

WHEREAS, the City of Clewiston has determined that it is necessary to amend the City of Clewiston Code of Ordinances to revise § 50-7, Storage on Private Property.

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

SECTION 1. The Clewiston Code of Ordinances, § 50-7, Storage on Private Property is hereby amended as follows, additions are denoted by underline, deletions are denoted by strikethrough:

Sec. 50-7. Storage on private property.

Nothing in this chapter shall be construed to prohibit any resident of the city from storing a recreational vehicle of any type on the same lot as his residence, provided such recreational vehicle complies with the definition of a recreational vehicle, travel trailer or camping trailer and is not occupied or used for any purpose while stored; and displays ~~carries~~ a current vehicle registration sticker and tag; ~~and, provided further, that such recreational vehicle is stored at least 60 feet from the front property line and ten feet from all other property lines.~~ All commercial trailers shall ~~may~~ be stored only in a commercial or industrial district and mobile homes shall ~~may~~ be stored only in an industrial district and shall be located so as to conform with building setbacks of such district.

(Code 1982, § 20-6; Code 1999, § 50-7; Ord. No. 94-01, pt. 1(20-6), 12-19-1994)

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

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

PASSED on first reading by the City Commission on January 22, 2024.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA
COUNTY OF HENDRY

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

Public Notice

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

06/19/24

(Print Dates)

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

06/19/24, 06/20/24, 06/21/24, 06/22/24, 06/23/24, 06/24/24, 06/25/24,

06/26/24

(Website Dates)

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

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on July 15, 2024 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 50-7 STORAGE ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Mary K. Combass, City Clerk

City of Clewiston, FL

657065 HEND 6/19/2024



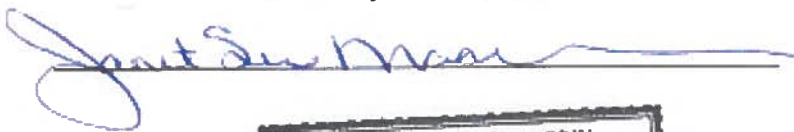
Katrina Elsen Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

20th day of June, 2024.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: October 21, 2024

Subject: Ordinance No. 2024-15 – First Reading

1. **Background/History:** Ordinance No. 2024-15 amends the Clewiston Code of Ordinances, Chapter 14, Animals; amending Section 14-28 Running at large prohibited; and creating Section 14-106 Unregulated Sale of Dogs and Cates Prohibited.
2. **Business Impact Statement:** Ordinance No. 2024-15 is necessary to amend the Code of Ordinances. Chapter 14, Animals; amending Section 14-28 Running at large prohibited; and creating Section 14-106 Unregulated Sale of Dogs and Cates Prohibited. There is no economic impact on businesses and no compliance cost.
3. **Financial Impact:** N/A
4. **Attachments:**
 - a. Ordinance No. 2024-15
5. **Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-15.

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 14, ANIMALS; AMENDING SECTION 14-28 RUNNING AT LARGE PROHIBITED; CREATING SECTION 14-106 UNREGULATED SALE OF DOGS AND CATS PROHIBITED; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Clewiston, Florida, finds that the Trap Neuter Vaccinate Return (TNRV) program is a public benefit and that it is necessary for the proper administration of the city to codify that program within the code of ordinances; and

WHEREAS, the City Commission of the City of Clewiston, Florida finds that and the unregistered sale of cats and dogs within the community poses a risk to the public health, safety, and welfare of the community often leading to an absence of adequate care, along with the spread of congenital and infectious diseases;

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

SECTION 1. The Clewiston Code of Ordinances, Chapter 14, Article II. Domestic Animals, Section 14-28. Running at large prohibited. – is hereby amended to read as follows:

Sec. 14-28. - Running at large prohibited.

No person owning or having possession, charge, custody, or control of any dog or domestic animal shall cause, permit or allow such animal to stray, run, go, or in any manner be at large in or upon any public street, street right-of-way, alley, sidewalk, park or other public property, or on private property of others without the express consent of the owner of such private property.

The only exception to this ordinance shall be the return of feral cats to their outdoor location after completion of a Trap-Neuter-Vaccinate-Return (TNVR) procedure or similar program run by the city's animal control department.

SECTION 2. The Clewiston Code of Ordinances, Chapter 14, Article II. Domestic Animals, Section 14-106. Unregulated Sale of Dogs and Cats Prohibited. – is hereby created to read as follows:

Sec. 14-106. Unregulated Sale of Dogs and Cats Prohibited

Unregulated hobby breeding of dogs and cats often have facilities that house animals in overcrowded and unsanitary conditions without adequate veterinary care, food, water, and socialization, thereby causing or allowing heritable and congenital disorders and the spread of infectious diseases, any of which may be present immediately after a sale or not until several years later. It is the intent of this section to encourage an adoption-based business model for the sale of dogs and cats, whereby all dogs and cats could be sourced from stray or unwanted pets that have been taken in at the Clewiston Animal Shelter facility.

It shall be unlawful for any person without a licensed business through the Florida Department of State, Division of Corporations and a valid City of Clewiston business tax receipt to sell, attempt to sell, or advertise for sale in any manner for compensation of any kind to include reimbursement for expenses, adoption, transfer, rehoming, or any other terminology used for the exchange of money or other compensation for a dog or cat.

It shall be unlawful for any person without a licensed business through the Florida Department of State, Division of Corporations and a valid City of Clewiston business tax receipt to sell, attempt to sell, or advertise for sale in any manner any cat or dog that has not been spayed or neutered.

Any person who violates any of the above sections is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

SECTION 3. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 4. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on _____, 2024.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: October 21, 2024

Subject: Resolution No. 2024-081

1. **Background/History:** Resolution No. 2024-081 authorizes the Mayor to execute Standard Grant Agreement L0016 between the State of Florida Department of Environmental Protection and the City of Clewiston for the Clewiston Harlem Community Water Line Replacement Project.
2. **Financial Impact:** \$1,700,000.00
3. **Attachments:**
 - a. Resolution No. 2024-081
 - b. DEP Standard Grant Agreement L0016
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-081.

RESOLUTION NO. 2024-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AGREEMENT L0016 ("AGREEMENT") BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEPARTMENT") AND THE CITY OF CLEWISTON.

WHEREAS, the Florida State Legislature appropriated FY2025 funds in the amount of \$1,700,000.00 to the City of Clewiston for the Clewiston Harlem Community Water Line Replacement Project; and

WHEREAS, the appropriations funding is available by execution of the Agreement.

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

SECTION 1. The attached grant Agreement L0016 between the Department and the City of Clewiston, is approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the attached Agreement.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 21st day of October, 2024.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Dylan J. Brandenburg, City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):		Agreement Number:	
Clewiston Harlem Community Water Line Replacement Project		L0016	
2. Parties		State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Clewiston		Entity Type: Local Government	
Grantee Address: 115 W. Ventura Avenue, Clewiston, FL 33440		FEID: 596000291	
		(Grantee)	
3. Agreement Begin Date: Upon Execution		Date of Expiration: October 31, 2026	
4. Project Number: <i>(If different from Agreement Number)</i>		Project Location(s): Lat/Long: 26.7382, -80.9443	
Project Description: The Grantee will complete preconstruction activities and construct approximately 5,700 linear feet (LF) of 8-inch PVC water main replacing the existing 4-inch cast iron mains and includes installation of fire hydrants.			
5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 1,700,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A , FY 24-25, GR	\$ 1,700,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any: \$ 1,700,000.00			
6. Department's Grant Manager Name: Charity Hudson <div style="text-align: right;">or successor</div> Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-3192 Email: Charity.hudson@FloridaDEP.gov		Grantee's Grant Manager Name: Lynne Mila <div style="text-align: right;">or successor</div> Address: City of Clewiston 115 W. Ventura Avenue Clewiston, FL 33440 Phone: 863-983-1454 Email: lynne.mila@clewiston-fl.gov	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.			
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)			

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Clewiston	GRANTEE
Grantee Name	
By _____	Date Signed _____
(Authorized Signature)	

James Pittman, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed _____

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Charity Hudson, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0016**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Clewiston Harlem Community Water Line Replacement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Clewiston Harlem Community Water Line Replacement Project

PROJECT LOCATION: The Project will be located in the City of Clewiston within Hendry County; Lat/Long (26.7382, -80.9443).

PROJECT BACKGROUND: The Harlem community within the City of Clewiston (Grantee) has been served by the City's public utilities systems with portions of the water system installed as early as the 1940's. This project will be replacing one of the oldest cast iron pipe water service lines in order to meet water supply demands and fire flow requirements for the Harlem neighborhood along Della Tobia Street. This project will benefit the community by providing improved circulation, pressure, and water quality and enhanced fire protection.

PROJECT DESCRIPTION: The Grantee will complete preconstruction activities and construct approximately 5,700 linear feet of 8-inch polyvinyl chloride (PVC) water main replacing the existing 4-inch cast iron mains. To accomplish the fire protection enhancement, fire hydrants will be installed along the new 8-inch diameter PVC material water main lines.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Clewiston Harlem Community Water Line Replacement Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Clewiston Harlem Community Water Line Replacement Project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management related to Clewiston Harlem Community Water Line Replacement Project, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct Clewiston Harlem Community Water Line Replacement Project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$114,470.00	07/01/2024	04/30/2026
2	Bidding and Contractor Selection	Contractual Services	\$7,060.00	07/01/2024	04/30/2026
3	Project Management	Contractual Services	\$82,420.00	07/01/2024	04/30/2026
4	Construction	Contractual Services	\$1,496,050.00	07/01/2024	04/30/2026
Total:			\$1,700,000.00		

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. 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 Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 Section 215.97, Florida Statutes, 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1732A	1,700,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,700,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT No. 6
Commission Meeting Date: October 21, 2024

Subject: Discussion – Lease Renewals with Little Disciples Learning Center, Inc. and Hope Hospice Community Services, Inc.

- 1. Background/History:** At the September 16, 2024 Commission Meeting, the lease renewals with Little Disciples Learning Center, Inc. and Hope Hospice Community Services, Inc. were tabled to the October 21, 2024 Commission Meeting for discussion.
- 2. Attachments:**
 - a.** Lease Agreement with Little Disciples Learning Center, Inc.
 - b.** Lease Agreement with Hope Hospice and Community Services, Inc.
- 3. Actions/Options/Recommendations:** Commission Discretion

CLEWISTON SIKES BUILDING LEASE AGREEMENT

THIS AGREEMENT is made and entered into to be effective the 1st day of October, 2024, by and between the **CITY OF CLEWISTON, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as “**LESSOR**”, and **LITTLE DISCIPLES LEARNING CENTER, INC.**, a Florida corporation, hereinafter referred to as “**LESSEE**”. In consideration of the promises and covenants by each made and to be kept to the other, the LESSOR and the LESSEE do hereby agree as follows:

1. **Lease Property:**

The LESSOR hereby leases to the LESSEE the following described real property and improvements (“the Property”):

Block 209, General Plan of Clewiston, Florida, as revised September 7, 1937, according to the Plat thereof in Plat Book 2, pages 71-78, inclusive, Public Records of Hendry County.

Together with all buildings and improvements now or hereafter located on said lands, and the furniture, furnishings, fixtures and equipment therein.

2. **Term of Lease:**

The Lease shall commence upon the execution hereof by both the LESSOR and the LESSEE and shall continue thereafter for a period of one (1) year. The Lease shall end on September 30, 2025, unless terminated earlier.

3. **Rent:**

The LESSEE shall pay to the LESSOR, as rent for the Property, the sum of \$550.00 plus applicable sales tax per month. The rent for the first month shall be due on or before the execution hereof, and a like sum shall be due thereafter on the first day of each subsequent month during the term of this Agreement.

4. **Termination of Lease:**

Disregarding any other provisions of this Agreement, either party may, at its sole discretion, with or without cause, terminate this lease at any time by giving 60 days prior written notice of that intent to the other party.

5. **Condition of Property:**

Lessor makes no representation or warranty regarding the condition of the Property. Lessee takes the Property “as is” and is responsible for meeting all city, county, state and federal rules and regulations.

6. **Use of Leased Property:**

The LESSEE shall use the leased premises only as a day-care facility, and for no other purpose.

7. Utilities, Licenses, Fees and Compliance with Applicable Law:

The LESSEE shall be responsible for, and shall pay in a timely manner, all utility services, licenses and operating fees required in conjunction with the use of the Property by the LESSEE.

The LESSEE shall comply with all applicable city, state and federal laws, and all applicable agency regulations.

8. Repairs and Maintenance:

The LESSEE shall be responsible for, and shall make in a timely manner, all necessary repairs to the inside of the Property, including but not limited to plumbing and electrical, and maintain the Property in the same condition that exists upon execution of this Agreement, wear and tear excluded.

The LESSOR shall maintain and repair the exterior of the Property, and maintain the air conditioning and exterior fixtures and other equipment. The LESSOR shall maintain the lawn and landscaping. The LESSOR shall provide Pest Control Services for the Property.

9. Damage by Fire or Other Casualty.

If the Property is damaged by fire or other casualty to the extent of ten percent (10%) or more of the value, the LESSOR shall have the option to rebuild and repair the Property, or to terminate this Lease; if damaged to a lesser extent, the LESSOR shall repair the Property. In the event of damage by fire or other casualty, the rent payable under this lease shall abate in proportion to the impairment of the use that can reasonably be made of the property until the property is rebuilt and repaired (or until the Lease is terminated).

10. Structural Changes:

The LESSEE shall not make any structural changes to the Property, without the prior written consent of the LESSOR.

11. Access by Lessor:

The LESSOR, or its agents, may enter, inspect and make such repairs to the Property as the LESSOR may reasonably desire, at all reasonable times, but the right to make such repairs shall impose no greater burden upon the LESSOR than is provided for in this Agreement.

12. Assignment or Sub-leasing:

The LESSEE shall not assign or sub-lease the Property, or any portion thereof.

13. Insurance & Indemnification:

The LESSOR may maintain such fire and other casualty insurance on the Property as it may so desire. LESSEE shall pay for and maintain throughout this Lease, liability insurance to protect LESSOR and LESSEE against all claims, judgments, expenses or otherwise, including attorney's fees which may arise as a result of LESSEE'S use, occupancy, and maintenance of the Property. Said liability insurance shall have limits of not less than \$1,000,000 each Occurrence/\$2,000,000 General Aggregate, and \$100,000 damage to rented premises coverage. The insurance shall name the LESSOR as an additional insured party and contain a provision that in the event it is

cancelled, notice will be delivered to LESSOR. LESSEE shall provide LESSOR with a certificate showing said insurance to be in full force and effect at the commencement of this Lease.

Notwithstanding the foregoing insurance coverages, LESSEE hereby agrees to indemnify, defend, save, and hold harmless LESSOR from and against any and all claims, damages, personal injuries, and/or deaths, liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs and all trial and appellate level proceedings, whether or not a lawsuit is commenced) arising out of LESSEE'S use of the Premises.

14. Construction:

Pursuant to Section 713.10 Florida Statutes, the LESSEE is specifically prohibited from contracting for any services or materials, or taking any other action which would cause any Construction Lien to attach to the leased property. The LESSOR shall not be liable for any materials or services purchased by the LESSEE.

15. Addresses.

All rent payable and notice given under this Lease to the LESSOR shall be paid and given at 115 West Ventura Avenue, Clewiston, Florida 33440, or at such other place as the LESSOR shall specify in writing. All notices given to LESSEE shall be delivered by hand to the leased premises.

16. Remedies for Breach of Agreement.

If either the LESSOR or the LESSEE fails to perform, or breaches any provision of this Lease and the breach continues for ten (10) days following written notice specifying the breach and corrective steps required, the party giving such notice may terminate this lease by written notice.

17. Ad Valorem Taxes.

Should the leased premises become subject to ad valorem property taxation, LESSEE agrees to pay their prorated share.

18. Public Records:

LESSEE shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

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

B. Upon request from the City's custodian of public records, provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

C. 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 Lease term and following completion of the Lease if the LESSEE does not transfer the records to the LESSOR.

D. Upon completion of the Lease, transfer, at no cost to LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records upon completion of the lease, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE LESSEE HAS ANY QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.

19. Miscellaneous:

This Agreement contains the entire understanding of the parties. Any prior understanding or agreements are not binding. This lease shall only be modified in writing signed by both parties.

20. Sovereign Immunity:

Any tort liability to which LESSOR is exposed under this agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended. Nothing in this agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to LESSOR by Florida Statute, case law, or any other source of law.

21. Notice:

Notices to LESSOR: City of Clewiston, FL
115 W. Ventura Avenue, FL 33440

Notices to LESSEE: Little Disciples Learning Center, Inc.
P.O. Box 3202, Clewiston, FL 33440

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date indicated to be effective on the day and year first above written.

EXECUTED ON BEHALF OF LESSOR on _____.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Dylan J. Brandenburg, City Attorney

EXECUTED ON BEHALF OF LESSEE on _____.

Witnesses:

LITTLE DISCIPLES LEARNING CENTER, INC.

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ as the _____ of Little Disciples Learning Center, Inc. He/She is ☐ personally known to me; or ☐ has produced _____ as identification.

(SEAL)

Notary Public – Signature

Notary Public – Print Name

Commission No.: _____

My Commission Expires: _____

HOPE HOSPICE AND COMMUNITY SERVICES, INC LEASE AGREEMENT

THIS AGREEMENT is made and entered into to be effective the 1st day of October, 2023, by and between the **CITY OF CLEWISTON, FLORIDA**, 115 West Ventura Avenue, Clewiston, Florida, 33440, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "**LESSOR**" and **HOPE HOSPICE AND COMMUNITY SERVICES, INC.**, 9470 Health Park Circle, Fort Myers, Florida 33908, a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as "**LESSEE**", in consideration of the promises and covenants by each made and to be kept to the other, the LESSOR and the LESSEE do hereby agree as follows:

1. **Lease Property:**

The LESSOR hereby leases to the LESSEE the following described real and personal property:

The front office of 1200 South W.C. Owen Avenue (AKA Senior Citizens Building), together with the use of the kitchen facilities as needed.

2. **Term of Lease:**

The Lease shall commence upon the execution hereof by both the LESSOR and the LESSEE and shall continue thereafter and terminate at the end of the one (1) year (September 30, 2024) term. The date of execution by both parties shall be the first day of the one-year term of the Lease. Disregarding any other provisions of this Lease, either party may, at its sole discretion, with or without cause, terminate this Lease at any time by giving 60 days prior written notice of that intent to the other party.

3. **Rent:**

The LESSEE shall pay to the LESSOR, as rent for the leased property, the sum of \$495.00 per month (this amount includes utilities). The rent for the first month shall be due on or before the execution hereof, and a like sum shall be due thereafter on the first day of each subsequent month during the term of this Agreement. All rent payable to LESSOR shall be paid at 115 W. Ventura Avenue, Clewiston, Florida 33440.

4. **Use of Leased Property:**

The LESSEE will make no unlawful, improper, or offensive use of the leased property. The LESSEE will use the leased property for providing a continuum of services for senior citizens.

5. **License, Fees, and Compliance with Applicable Law:**

The LESSEE shall be responsible for, and pay in a timely manner, all licenses and operating fees required in conjunction with the use of the leased premises by the LESSEE. The LESSEE, in the use of the leased premises, shall comply with all city and county ordinances, and all state and federal laws, and all agency regulations.

6. Structural Changes:
The LESSEE shall not make any structural changes to any improvements leased herein, without the prior written consent of the LESSOR.
7. Access by Lessor:
The LESSOR, or its agent, may enter, inspect and make such repairs to the leased property as the LESSOR may reasonably desire, at all reasonable times, but the right to make such repairs shall impose no greater burden upon the LESSOR than is provided for in this Agreement.
8. Assignment or Sub-leasing:
The LESSEE shall not have the right to assign this Lease or to sub-lease the leased property, or any portion thereof, without the prior written consent of the LESSOR.
9. Repairs:
The LESSOR will maintain the exterior of the buildings on Leased Property, including the roof and exterior walls, in good and substantial repair. The LESSEE will maintain the interior of the Lease Property, including interior ceiling, walls, floors, fixtures, pipes, doors, windows, air conditioning, and other things except which the LESSOR has specified that it will maintain, all in good and substantial repair. The agreements to repair in this paragraph do not apply to any damage caused by fire or casualty.
10. Damage by Fire or Other Casualty:
If the Lease Property is damaged by fire or other casualty to the extent of ten percent, or more, the LESSOR shall have the option to rebuild and repair the Lease Property, or to terminate this Lease; if damaged to a lesser extent, the LESSOR will rebuild and repair. In event of damage by fire or other casualty, the rent payable under this Lease shall abate in proportion to the impairment of the use that can reasonably be made of the property for the purpose permitted by the Lease, until the property is rebuilt and repaired (or until the Lease is terminated, if terminated in accordance with this paragraph).
11. Insurance & Indemnification:
The LESSOR may maintain such fire and other casualty insurance on the leased premises as it may so desire. The LESSEE shall acquire and keep in effect during the entire term of this Lease, liability insurance to protect LESSOR and LESSEE against all claims, judgments, expenses or otherwise, including attorney's fees which may arise as a result of LESSEE'S use, occupancy, and maintenance of the Property. Said liability insurance shall have limits of not less than \$500,000.00 each Occurrence/\$500,000 General Aggregate, and \$100,000 damage to rented premises coverage. The insurance shall name the LESSOR as an additional insured party. The LESSEE shall provide the LESSOR with a Certificate of Insurance verifying such coverage, which Certificate shall provide that the insurance shall not be cancelled without 15 days written notice to the LESSOR. The Certificate of Insurance shall be provided to the LESSOR within ten (10) days after the execution of this Agreement.

Notwithstanding the foregoing insurance coverages, Lessee hereby agrees to indemnify, defend, save, and hold harmless Lessor from and against any and all claims, damages, personal injuries, and/or deaths, liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs and all trial and appellate level proceedings, whether or not a lawsuit is commenced) arising out of Lessee's use of the Premises.

The rent payment has been reduced by \$150 per month to pay for this indemnification clause.

12. Mechanic's Liens:

The LESSEE IS specifically prohibited from contracting for any services or materials, or taking any other action which would cause any Construction Lien to attach to the Lease Property. Further, the LESSOR shall not be liable for any materials or services purchased by the LESSEE.

13. Parking:

The LESSEE agrees and understands that the parking area located to the part of the building leased is a common parking area with other tenants, and each tenant has an equal right to use said parking lot in a reasonable manner.

14. Public Records:

LESSEE shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

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

B. Upon request from the City's custodian of public records, provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

C. 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 Lease term and following completion of the Lease if the LESSEE does not transfer the records to the LESSOR.

D. Upon completion of the Lease, transfer, at no cost to LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records upon completion of the lease, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR's custodian of public

records, in a format that is compatible with the information technology systems of the City.

IF THE LESSEE HAS ANY QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, KATHY.COMBASS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.

15. Miscellaneous:

The Agreement contains the entire understanding of the parties and shall not be modified except in writing signed by both parties.

16. Sovereign Immunity:

Any tort liability to which LESSOR is exposed under this agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended. Nothing in this agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to LESSOR by Florida Statute, case law, or any other source of law.

17. Notice:

Notices to LESSOR: City of Clewiston, FL
115 W. Ventura Avenue, FL 33440

Notices to LESSEE: Hope Hospice and Community Services, Inc.
9470 Health Park Circle, Fort Myers, FL 33908

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date indicated to be effective on the day and year first above written.

EXECUTED ON BEHALF OF LESSOR on Oct. 16, 2023

ATTEST:

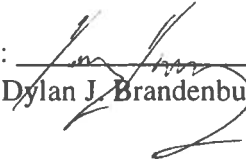
CITY OF CLEWISTON, FLORIDA


Mary K. Combass, City Clerk


James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Dylan J. Brandenburg, City Attorney

EXECUTED ON BEHALF OF LESSEE ON _____
_____.

Witnesses:

HOPE HOSPICE AND COMMUNITY
SERVICES, INC.

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me by means of []
physical presence or [] online notarization this ____ day of _____, 2023, by
_____ as the _____ of Hope Hospice and Community
Services, Inc. He/She is [] personally known to me; or [] has produced
_____ as identification.

(SEAL)

Notary Public – Signature

Notary Public – Print Name

Commission No.: _____

My Commission Expires: _____

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF OCTOBER 21, 2024**

#	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	City Goals and Strategies Ongoing Discussion	X			
3	4.20.20	ACTION	Review water and sewer rates for "Out of City" and "Out of County" customers including bulk customers	X	Workshop TBD		(following legislative session)
4	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 2023		
5	7.20.20	ACTION	Discussion Regarding Old Police Dept. Building – evaluate options		Workshop March 28, 2022		Evaluation/recommendation on options
6	11.16.20	AGENDA	Analysis of City Buildings/Uses	X	Workshop TBD		2022 review completed
7	12.21.20	AGENDA	Update Personnel Policy Manual (including vehicle take home and non-employee passengers) and Social Media Policy (DRAFT)	X	Workshop May & June 2023		Draft Review Continues
8	12.21.20	AGENDA	Recreation Facility Naming	X	Workshop March 28, 2022		Policy Direction
9	10.18.21	AGENDA	Review on storage building adjacent to Fire station and EMS	X			Admin review underway

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF OCTOBER 21, 2024**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	10.18.21 11.29.21	AGENDA	Country Club Lease Agreement Discussion (job costing for building and other leased buildings) Rent vs. Expense Report		Workshop March 28, 2022		Discussed at 11/29/21 & 3/28/22 Workshops
11	2.21.22	AGENDA	Replace cast iron water lines	X	Workshop May 2023		Element of Master Plan
12	6.23.22	AGENDA	Schedule Workshops for Comp Plan Review		TBD		
13	1.27.20	ACTION	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
14	1.27.20	ACTION	Storm Shutters Ordinance Review		Workshop December 2022	X	Ordinance approved 2/20/2023
15	2.17.20	ACTION	US 27 Corridor Ordinance Review		Workshops June, July & August 2022	X	Ordinance approved 10/17/2022
16	2.17.20	ACTION	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
17	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021
18	7.20.20	AGENDA	Outstanding Liens (particularly for non-homestead properties)		March 28, 2022	X	Monitoring and reporting will continue

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF OCTOBER 21, 2024**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
19	7.20.20	AGENDA	Review Berner Road and Other Stop Sign Locations			X	
20	9.21.20	ACTION	Ordinance modifying discharge monitoring and requirements re stormwater pollutants			X	Final reading approved 11/16/2020
21	10.19.20	ACTION	Resolution amending Appendix A – Tax and Fee Schedule, Sec 19 – Monthly Garbage Rates			X	Approved 11/16/2020
22	10.19.20	AGENDA	Repository for engineering information and other documentation – centralized database process			X	Completed 2022
23	11.16.20	AGENDA	Administrative Review of extra solid waste pickup process & fees			X	Implemented changes 2022
24	02.15.20	AGENDA	Workshop to discuss Police Department, Animal Control, Budget, PSAP Interlocal Agreement & Reporting		May 3, 2021 & March 21, 2022	X X	PSAP ILA adopted
25	08.16.21	AGENDA	Discussion regarding COVID-19 implications of indoor rentals		September 20, 2021	X	
26	10.18.21	AGENDA	Discussion of City Administrative Organizational Changes		November 29, 2021 Workshop	X	Approved 12/20/21
27	2.21.22	AGENDA	City Manager fill Recreation Director Position			X	

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF OCTOBER 21, 2024**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
28	4.18.22	AGENDA	Documents to create a Parks & Recreation Advisory Board		June 23, 2022 Meeting	X	Adopted – Appointments June 2023



City of Clewiston, FL

Budget Report

Account Summary

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND							
001-311100	Ad Valorem Taxes	2,173,448.00	2,173,448.00	0.00	2,208,380.16	34,932.16	101.61 %
001-311200	Ad Valorem-Delinquent	50,494.00	50,494.00	76.96	23,755.76	-26,738.24	52.95 %
001-312400	Local Option Gas Tax	377,704.00	377,704.00	30,296.14	347,727.11	-29,976.89	7.94 %
001-312401	0.02 Local Option Gas Tax	80,702.00	80,702.00	6,114.54	74,178.99	-6,523.01	8.08 %
001-312510	Ins. Prem. Tax-Firefighter Pension	0.00	0.00	39,413.59	39,413.59	39,413.59	0.00 %
001-312600	Discretionary Tax	1,022,912.00	1,022,912.00	54,686.35	903,827.23	-119,084.77	11.64 %
001-314100	Electric Utility Tax	542,000.00	542,000.00	59,789.20	575,514.02	33,514.02	106.18 %
001-314200	Natural Gas Utility Tax	9,000.00	9,000.00	536.39	8,090.12	-909.88	10.11 %
001-315000	Communications Services Tax	200,104.00	200,104.00	18,878.66	220,847.81	20,743.81	110.37 %
001-316000	Local Business Tax	32,000.00	32,000.00	0.00	1,115.00	-30,885.00	96.52 %
001-322100	Permits- Buildings	50,000.00	50,000.00	6,597.64	48,908.88	-1,091.12	2.18 %
001-322130	Plan Review	16,000.00	16,000.00	4,430.13	26,569.95	10,569.95	166.06 %
001-323400	Propane Utility Tax	13,000.00	13,000.00	1,071.09	13,741.88	741.88	105.71 %
001-323401	Natural Gas Franchise Tax	35,000.00	35,000.00	826.64	12,727.81	-22,272.19	63.63 %
001-325500	Fire Services Assessment	356,904.00	356,904.00	0.00	339,614.07	-17,289.93	4.84 %
001-329001	Training Surcharge(Bldg)	500.00	500.00	28.16	174.40	-325.60	65.12 %
001-329200	Permits - Plumbing	1,500.00	1,500.00	163.00	1,383.00	-117.00	7.80 %
001-329210	Permits - Electric	4,000.00	4,000.00	5,603.40	12,916.10	8,916.10	322.90 %
001-329220	Permits - Yard Sale	75.00	75.00	0.00	0.00	-75.00	100.00 %
001-329300	Permits - Signs	350.00	350.00	142.00	782.00	432.00	223.43 %
001-329400	Permits - Mobile Home	0.00	0.00	0.00	505.00	505.00	0.00 %
001-329410	Permits - Mechanical	2,600.00	2,600.00	288.12	3,663.79	1,063.79	140.92 %
001-329420	Permits - Roofing	11,000.00	11,000.00	3,866.52	24,033.03	13,033.03	218.48 %
001-329430	Reinspection Fee	500.00	500.00	0.00	1,130.00	630.00	226.00 %
001-331201	Bureau of Justice Assistance	0.00	0.00	0.00	1,300.00	1,300.00	0.00 %
001-331202	Mobile Computing Initiative	0.00	0.00	0.00	5,520.50	5,520.50	0.00 %
001-331310	ARPA Funds	755,263.00	755,263.00	729,577.14	729,577.14	-25,685.86	3.40 %
001-331500	Federal - Disaster Relief	0.00	0.00	0.00	483.18	483.18	0.00 %
001-334105	FDOT C-21 Bridge Project	0.00	1,222,675.00	0.00	2,141,249.84	918,574.84	175.13 %
001-334600	FRDAP Grant	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
001-335120	State Revenue Sharing	383,042.00	383,042.00	31,023.63	374,642.51	-8,399.49	2.19 %
001-335140	Mobile Home Licenses	5,200.00	5,200.00	32.75	64,268.79	59,068.79	1,235.94 %
001-335150	Alcoholic Beverage Lic.	4,000.00	4,000.00	0.00	3,949.43	-50.57	1.26 %
001-335180	Half Cent Sales Tax	436,557.00	436,557.00	33,647.81	367,166.44	-69,390.56	15.89 %
001-335490	Fuel Tax Refunds	10,000.00	10,000.00	0.00	11,159.35	1,159.35	111.59 %
001-335710	Rec-Vol. Contr. Progrm	4,000.00	4,000.00	3,263.31	6,410.08	2,410.08	160.25 %
001-338100	School Dist. - Rec. Facility Support	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
001-338200	County-Fire Protection	593,184.00	593,184.00	63,800.18	520,638.73	-72,545.27	12.23 %
001-338300	County Occ. Licenses	4,000.00	4,000.00	2,391.03	4,835.71	835.71	120.89 %
001-338400	County - Recreation	150,000.00	150,000.00	0.00	150,000.00	0.00	0.00 %
001-338500	County - Library	77,202.00	77,202.00	38,601.00	77,202.00	0.00	0.00 %
001-338800	County - Animal Control	214,548.00	214,548.00	0.00	49,944.41	-164,603.59	76.72 %
001-339000	Transfer from Fund 410	1,084,027.00	1,084,027.00	0.00	993,691.00	-90,336.00	8.33 %
001-339001	Transfer from Fund 420	371,281.00	371,281.00	0.00	340,341.00	-30,940.00	8.33 %
001-339002	Transfer from Fund 430	163,084.00	163,084.00	0.00	149,494.00	-13,590.00	8.33 %
001-341200	Zoning Fees	2,500.00	2,500.00	0.00	9,145.00	6,645.00	365.80 %
001-341201	GF Admin. Charges	348,815.00	348,815.00	27,765.00	348,249.00	-566.00	0.16 %
001-342100	Golf Cart Reg. Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
001-342210	Fire Services Detail	0.00	0.00	0.00	250.00	250.00	0.00 %
001-343911	Radon Surcharge	0.00	0.00	0.00	107.72	107.72	0.00 %
001-343912	Permit Surcharge	0.00	0.00	0.00	145.14	145.14	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-343913	Mowing for FDOT	18,952.00	18,952.00	9,308.52	18,784.48	-167.52	0.88 %
001-343914	Lights Maintenance FDOT	17,052.00	17,052.00	0.00	0.00	-17,052.00	100.00 %
001-343915	Signal Maintenance FDOT	28,068.00	28,068.00	0.00	28,068.00	0.00	0.00 %
001-343916	Development Application	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
001-346100	Mosquito Control	330,216.00	330,216.00	27,474.59	330,916.49	700.49	100.21 %
001-346200	Animal Control	4,000.00	4,000.00	340.00	4,481.68	481.68	112.04 %
001-347100	Library Misc.	5,000.00	5,000.00	726.44	6,261.34	1,261.34	125.23 %
001-347224	G/C Beer Sales	17,000.00	17,000.00	788.24	15,642.93	-1,357.07	7.98 %
001-347225	Golf Pro-Shop Sales	60,000.00	60,000.00	5,296.48	43,423.51	-16,576.49	27.63 %
001-347227	Junior Golf Camp	6,000.00	6,000.00	0.00	3,350.00	-2,650.00	44.17 %
001-347228	Golf Tournament Fees	42,240.00	42,240.00	4,392.00	42,668.60	428.60	101.01 %
001-347229	G/C Capital Improvement Fee	41,765.00	41,765.00	6,441.63	43,032.02	1,267.02	103.03 %
001-347230	Golf Membership Dues	48,750.00	48,750.00	47,756.40	95,325.63	46,575.63	195.54 %
001-347231	Green Fees	122,330.00	122,330.00	2,201.88	99,931.47	-22,398.53	18.31 %
001-347232	Golf Carts	242,473.00	242,473.00	12,276.90	228,499.65	-13,973.35	5.76 %
001-347233	Bag Storage	3,000.00	3,000.00	2,404.03	4,833.78	1,833.78	161.13 %
001-347234	Locker Rental	1,100.00	1,100.00	918.88	1,861.96	761.96	169.27 %
001-347237	Snack Sales	25,000.00	25,000.00	1,513.78	20,086.24	-4,913.76	19.66 %
001-347238	Range Balls	11,000.00	11,000.00	664.00	11,479.81	479.81	104.36 %
001-347239	Golf Course Misc.	3,500.00	3,500.00	-49,958.00	4,688.12	1,188.12	133.95 %
001-347240	Swimming Pool Admissions	10,230.00	10,230.00	0.00	7,026.05	-3,203.95	31.32 %
001-347249	Ballfield Lights Fee	500.00	500.00	0.00	0.00	-500.00	100.00 %
001-347250	Ballfield Usage Fee	500.00	500.00	0.00	0.00	-500.00	100.00 %
001-347520	Auditorium Fees	70,000.00	70,000.00	1,045.45	42,697.95	-27,302.05	39.00 %
001-347521	JBA - Set-up Fee	8,400.00	8,400.00	240.00	4,590.00	-3,810.00	45.36 %
001-347522	JBA Sanitize Fee	12,250.00	12,250.00	350.00	10,280.00	-1,970.00	16.08 %
001-347523	Police Security Fees	7,000.00	7,000.00	879.06	1,193.01	-5,806.99	82.96 %
001-347524	Auditorium Security	16,000.00	16,000.00	636.99	11,021.96	-4,978.04	31.11 %
001-347530	Recreation - Activity Fees	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
001-347531	Recreation Concessions	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
001-347532	Youth Center Rent	6,300.00	6,300.00	796.25	5,601.29	-698.71	11.09 %
001-347540	Vending - Public Works	0.00	0.00	26.86	78.12	78.12	0.00 %
001-347541	Rec Facility Improvement Fee	7,630.00	7,630.00	201.06	4,481.22	-3,148.78	41.27 %
001-347542	Rec Parks Improvement Fee	310.00	310.00	20.00	297.05	-12.95	4.18 %
001-347543	Rec Inflatable Fee	500.00	500.00	0.00	629.13	129.13	125.83 %
001-347544	Parks-Sweetest Town Rental	500.00	500.00	0.00	475.00	-25.00	5.00 %
001-347545	Parks-Sugar Fest Field Rental	0.00	0.00	0.00	120.00	120.00	0.00 %
001-347546	Parks-Youth Ctr Chickee Rental	0.00	0.00	0.00	150.00	150.00	0.00 %
001-347547	Parks-Splash Pad Pav	500.00	500.00	0.00	300.00	-200.00	40.00 %
001-347548	Parks-Trinidad Park Rental	0.00	0.00	0.00	100.00	100.00	0.00 %
001-347549	Parks-Sugarland Park Rental	2,250.00	2,250.00	200.00	1,912.95	-337.05	14.98 %
001-347551	Civic Park Gazebo	0.00	0.00	0.00	50.00	50.00	0.00 %
001-347552	JBA - Supervisory	16,800.00	16,800.00	0.00	8,100.00	-8,700.00	51.79 %
001-347553	Youth Ctr - Supervisory	4,200.00	4,200.00	150.00	2,640.00	-1,560.00	37.14 %
001-347554	Youth Ctr - Sanitize Fee	5,250.00	5,250.00	150.00	3,279.07	-1,970.93	37.54 %
001-351100	Fines & Forfeitures	17,000.00	17,000.00	1,412.87	19,286.77	2,286.77	113.45 %
001-351101	Traffic Camera Fines	0.00	0.00	9,961.46	9,961.46	9,961.46	0.00 %
001-351110	City Parking Citations	0.00	0.00	0.00	142.50	142.50	0.00 %
001-351120	Code Violation Citations	1,000.00	1,000.00	150.00	355.00	-645.00	64.50 %
001-351300	Police Education	1,400.00	1,400.00	98.40	1,523.52	123.52	108.82 %
001-351302	Burglar Alarm Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
001-352000	Library - Fines	1,500.00	1,500.00	88.40	1,728.24	228.24	115.22 %
001-361000	Interest Earned	40,000.00	40,000.00	7,749.45	159,586.16	119,586.16	398.97 %
001-362100	Rental Property	15,553.00	15,553.00	1,359.71	25,132.50	9,579.50	161.59 %
001-362111	Rent Country Club Facility	6,000.00	6,000.00	500.00	6,000.00	0.00	0.00 %
001-362115	GC Tee Sign Lease	7,425.00	7,425.00	5,525.00	5,525.00	-1,900.00	25.59 %
001-365100	Sale of Scraps	1,000.00	1,000.00	835.00	1,567.60	567.60	156.76 %
001-365200	Sale of Equipment	0.00	0.00	0.00	17,732.00	17,732.00	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-366000	Contributions - General	0.00	0.00	0.00	1,500.00	1,500.00	0.00 %
001-366086	Contributions-Golf	270,125.00	270,125.00	150,000.00	350,000.00	79,875.00	129.57 %
001-366100	Contr. - Library	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
001-366150	Contributions - Animal Control	2,000.00	2,000.00	100.00	448.00	-1,552.00	77.60 %
001-366200	Contr. - Recreation	59,735.00	59,735.00	0.00	163.83	-59,571.17	99.73 %
001-366300	Contr. - Explorers	0.00	0.00	0.00	8,699.62	8,699.62	0.00 %
001-366400	Shop w/ Cop Contrib.	0.00	0.00	0.00	950.00	950.00	0.00 %
001-369900	Misc. Income	25,000.00	25,000.00	-7,230.76	60,428.58	35,428.58	241.71 %
001-369902	Misc. Police Fees	5,000.00	5,000.00	437.63	9,761.81	4,761.81	195.24 %
001-369910	Discount Earned	300.00	300.00	0.00	300.51	0.51	100.17 %
001-382300	Transfer Reserves	3,871,994.00	3,871,994.00	0.00	0.00	-3,871,994.00	100.00 %
001-384300	Transfer - Golf Reserves	62,000.00	62,000.00	0.00	0.00	-62,000.00	100.00 %
001-384405	Loan Proceeds-All Juice	19,740.00	19,740.00	-27,981.34	0.00	-19,740.00	100.00 %
001-384410	Loan Proceeds-Golf Project	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.00 %
Fund: 001 - GENERAL FUND Total:		16,503,334.00	17,726,009.00	1,383,157.64	14,227,922.28	-3,498,086.72	19.73 %

Fund: 410 - ELECTRIC FUND

410-331500	Federal - Disaster Relief	0.00	0.00	0.00	300,938.62	300,938.62	0.00 %
410-334510	State - Disaster Relief	0.00	0.00	0.00	6,355.78	6,355.78	0.00 %
410-343101	Residential Service	3,844,970.00	3,844,970.00	408,144.99	3,895,806.83	50,836.83	101.32 %
410-343102	Gen.Service Demand	2,836,539.00	2,836,539.00	254,180.58	2,748,823.78	-87,715.22	3.09 %
410-343103	Gen.Service Non-Demand	828,002.00	828,002.00	81,251.23	769,642.75	-58,359.25	7.05 %
410-343104	Rental Lighting	37,329.00	37,329.00	2,472.73	37,764.61	435.61	101.17 %
410-343105	Industrial Sales	604,120.00	604,120.00	14,682.46	854,540.99	250,420.99	141.45 %
410-343106	Sports Lighting	4,530.00	4,530.00	413.62	6,209.79	1,679.79	137.08 %
410-343107	Street Lighting Services	30,700.00	30,700.00	3,926.42	20,388.08	-10,311.92	33.59 %
410-343108	Power Cost Adjustment	4,285,940.00	4,285,940.00	466,582.76	4,451,235.44	165,295.44	103.86 %
410-343110	Contra Rev. - Residential Net Meter	0.00	0.00	-323.45	-4,406.69	-4,406.69	0.00 %
410-343120	Connection Charge	7,000.00	7,000.00	540.00	6,270.00	-730.00	10.43 %
410-343125	Net Metering Fee	0.00	0.00	0.00	320.00	320.00	0.00 %
410-343130	Labor-Equip-Serv Charges	15,000.00	15,000.00	0.00	1,811.00	-13,189.00	87.93 %
410-343135	PoleRental	18,280.00	18,280.00	0.00	14,290.00	-3,990.00	21.83 %
410-359001	Returned Check Fee	25,000.00	25,000.00	6,425.00	65,760.00	40,760.00	263.04 %
410-361000	Interest Earned	50,000.00	50,000.00	6,977.99	82,312.06	32,312.06	164.62 %
410-362120	Lease-Surge Protector	3,000.00	3,000.00	268.65	3,164.10	164.10	105.47 %
410-365100	Sale of Scraps	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
410-365200	Sale of Equipment	0.00	0.00	0.00	14,259.00	14,259.00	0.00 %
410-369900	Misc. Income	1,000.00	1,000.00	22,701.09	20,869.40	19,869.40	2,086.94 %
410-369910	Discount Earned	360.00	360.00	0.00	239.13	-120.87	33.58 %
410-382002	Admin. Charges 420 & 001	98,771.00	98,771.00	0.00	49,391.00	-49,380.00	49.99 %
410-382300	Transfer Reserves	8,001,067.00	8,001,067.00	0.00	0.00	-8,001,067.00	100.00 %
Fund: 410 - ELECTRIC FUND Total:		20,692,608.00	20,692,608.00	1,268,244.07	13,345,985.67	-7,346,622.33	35.50 %

Fund: 420 - WATER/SEWER FUND

420-325100	North Side Sewer Assessments	63,124.00	63,124.00	0.00	76,302.52	13,178.52	120.88 %
420-325101	South Side Sewer Assessments	18,209.00	18,209.00	0.00	0.00	-18,209.00	100.00 %
420-331310	ARPA Funds	0.00	0.00	581,538.54	581,538.54	581,538.54	0.00 %
420-331500	Federal - Disaster Relief	0.00	0.00	0.00	17,988.60	17,988.60	0.00 %
420-334351	FDEP SRF 260441	0.00	0.00	0.00	262,057.78	262,057.78	0.00 %
420-334510	State - Disaster Relief	0.00	0.00	0.00	172.94	172.94	0.00 %
420-334812	DEP LPA0266	0.00	3,866,874.00	0.00	33,138.40	-3,833,735.60	99.14 %
420-343610	Water Sales - Res.	1,297,832.00	1,297,832.00	162,190.19	1,295,052.36	-2,779.64	0.21 %
420-343611	Water Sales - Comm.	567,465.00	567,465.00	72,696.75	628,133.96	60,668.96	110.69 %
420-343612	Water Sales-South Shore	769,751.00	769,751.00	70,813.15	802,166.89	32,415.89	104.21 %
420-343615	Water Taps	5,800.00	5,800.00	850.00	4,050.00	-1,750.00	30.17 %
420-343630	Sewer Collection Fees	1,291,855.00	1,291,855.00	125,606.53	1,051,101.35	-240,753.65	18.64 %
420-343631	Commercial Sewer Fees	714,114.00	714,114.00	51,322.07	559,794.95	-154,319.05	21.61 %
420-361000	Interest Earned	20,000.00	20,000.00	21,033.52	220,749.08	200,749.08	1,103.75 %
420-362200	Hay Lease	16,900.00	16,900.00	0.00	7,983.80	-8,916.20	52.76 %
420-365100	Sale of Scraps	0.00	0.00	0.00	4,903.40	4,903.40	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
420-369900	Misc. Income	0.00	0.00	20,000.00	1,563.71	1,563.71	0.00 %
420-382300	Transfer Reserves	1,164,000.00	1,164,000.00	0.00	0.00	-1,164,000.00	100.00 %
Fund: 420 - WATER/SEWER FUND Total:		5,929,050.00	9,795,924.00	1,106,050.75	5,546,698.28	-4,249,225.72	43.38 %
Fund: 430 - SOLID WASTE							
430-343410	Garbage Collect. - Res	966,055.00	966,055.00	80,013.76	964,067.68	-1,987.32	0.21 %
430-343411	Garbage Collect.-Comm.	1,072,497.00	1,072,497.00	109,855.53	1,073,119.77	622.77	100.06 %
430-343413	GC - Res. Special Pick-Up	4,000.00	4,000.00	5,085.00	29,855.00	25,855.00	746.38 %
430-343414	GC - Commercial Spec	4,000.00	4,000.00	-60.00	6,415.00	2,415.00	160.38 %
430-343415	Garbage Collection - Misc.	902.00	902.00	0.00	0.00	-902.00	100.00 %
430-361000	Interest Earned	300.00	300.00	3,488.99	6,501.70	6,201.70	2,167.23 %
430-365200	Sale of Equipment	0.00	0.00	0.00	36,018.00	36,018.00	0.00 %
430-382301	Transfer-Solid Waste Reserves	582,847.00	582,847.00	0.00	0.00	-582,847.00	100.00 %
Fund: 430 - SOLID WASTE Total:		2,630,601.00	2,630,601.00	198,383.28	2,115,977.15	-514,623.85	19.56 %
Report Total:		45,755,593.00	50,845,142.00	3,955,835.74	35,236,583.38	-15,608,558.62	30.70 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Remaining
					Favorable (Unfavorable)	
001 - GENERAL FUND	16,503,334.00	17,726,009.00	1,383,157.64	14,227,922.28	-3,498,086.72	19.73 %
410 - ELECTRIC FUND	20,692,608.00	20,692,608.00	1,268,244.07	13,345,985.67	-7,346,622.33	35.50 %
420 - WATER/SEWER FUND	5,929,050.00	9,795,924.00	1,106,050.75	5,546,698.28	-4,249,225.72	43.38 %
430 - SOLID WASTE	2,630,601.00	2,630,601.00	198,383.28	2,115,977.15	-514,623.85	19.56 %
Report Total:	45,755,593.00	50,845,142.00	3,955,835.74	35,236,583.38	-15,608,558.62	30.70 %



City of Clewiston, FL

Budget Report

Account Summary

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND							
Department : 1011 - City Commission							
001-1011-512000	Regular Salaries	26,400.00	26,400.00	2,476.24	27,450.34	-1,050.34	-3.98 %
001-1011-521000	Taxes-FICA	2,020.00	2,020.00	111.18	1,119.51	900.49	44.58 %
001-1011-523000	Insurance-Health	70,341.00	70,341.00	4,651.36	57,341.69	12,999.31	18.48 %
001-1011-523001	Insurance - Dental	2,355.00	2,355.00	435.08	2,159.88	195.12	8.29 %
001-1011-523002	Insurance - Life	4,046.00	4,046.00	226.95	2,723.40	1,322.60	32.69 %
001-1011-524000	Worker's Compensation	42.00	42.00	0.00	20.00	22.00	52.38 %
001-1011-531100	Legal Service	160,000.00	160,000.00	2,312.50	48,382.00	111,618.00	69.76 %
001-1011-531500	Other Professional Serv	25,000.00	25,000.00	2,083.25	24,999.00	1.00	0.00 %
001-1011-534000	Other Contractual Serv	12,000.00	12,000.00	649.00	7,194.25	4,805.75	40.05 %
001-1011-540000	Travel & Per Diem	5,500.00	5,500.00	0.00	8,448.63	-2,948.63	-53.61 %
001-1011-540500	Registration/Trng Fees	5,500.00	5,500.00	0.00	5,235.00	265.00	4.82 %
001-1011-552700	Operating Supplies	1,000.00	1,000.00	0.00	1,304.46	-304.46	-30.45 %
001-1011-554100	Dues & Memberships	1,800.00	1,800.00	0.00	1,760.00	40.00	2.22 %
001-1011-564000	Machinery & Equipment	0.00	0.00	-4,836.95	0.00	0.00	0.00 %
001-1011-571000	Principal	3,141.00	3,141.00	0.00	3,642.00	-501.00	-15.95 %
001-1011-572000	Interest Expense	57.00	57.00	0.00	90.16	-33.16	-58.18 %
Department : 1011 - City Commission Total:		319,202.00	319,202.00	8,108.61	191,870.32	127,331.68	39.89 %
Department : 1012 - City Manager							
001-1012-512000	Regular Salaries	251,762.00	251,762.00	15,549.67	300,509.46	-48,747.46	-19.36 %
001-1012-512005	Appreciation & 24 Hr.	3,303.00	3,303.00	0.00	0.00	3,303.00	100.00 %
001-1012-521000	Taxes-FICA	19,512.00	19,512.00	1,176.27	21,298.08	-1,786.08	-9.15 %
001-1012-522000	Retirement Contribution	15,106.00	15,106.00	700.64	13,148.89	1,957.11	12.96 %
001-1012-522500	457 Match	7,553.00	7,553.00	257.53	6,481.62	1,071.38	14.18 %
001-1012-523000	Insurance-Health	26,580.00	26,580.00	1,680.29	26,770.21	-190.21	-0.72 %
001-1012-523001	Insurance - Dental	942.00	942.00	297.98	1,207.52	-265.52	-28.19 %
001-1012-523002	Insurance - Life	1,123.00	1,123.00	240.35	1,342.90	-219.90	-19.58 %
001-1012-523003	Insurance - AD & D	104.00	104.00	21.26	123.03	-19.03	-18.30 %
001-1012-524000	Worker's Compensation	394.00	394.00	0.00	213.00	181.00	45.94 %
001-1012-526000	Long Term Disability Ins.	1,009.00	1,009.00	187.74	1,155.81	-146.81	-14.55 %
001-1012-531700	Election Costs	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
001-1012-534000	Other Contractual Serv	7,500.00	7,500.00	0.00	4,646.38	2,853.62	38.05 %
001-1012-540000	Travel & Per Diem	5,500.00	5,500.00	0.00	2,293.96	3,206.04	58.29 %
001-1012-540500	Registration/Trng Fees	2,200.00	2,200.00	0.00	225.00	1,975.00	89.77 %
001-1012-541000	Cell and Landline Phone	1,300.00	1,300.00	5,088.47	5,674.28	-4,374.28	-336.48 %
001-1012-545000	Insurance	2,019.00	2,019.00	203.00	2,226.00	-207.00	-10.25 %
001-1012-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	0.00	500.00	100.00 %
001-1012-546500	Maint. - Vehicles	1,000.00	1,000.00	119.55	119.55	880.45	88.05 %
001-1012-548100	Legal Advertising	3,000.00	3,000.00	500.00	11,878.26	-8,878.26	-295.94 %
001-1012-552100	Fuel	2,000.00	2,000.00	0.00	247.46	1,752.54	87.63 %
001-1012-552700	Operating Supplies	1,500.00	1,500.00	110.00	802.26	697.74	46.52 %
001-1012-554100	Dues & Memberships	2,000.00	2,000.00	0.00	260.00	1,740.00	87.00 %
001-1012-554200	Subscript. & Publications	200.00	200.00	0.00	0.00	200.00	100.00 %
001-1012-564000	Machinery & Equipment	0.00	0.00	-119.55	0.00	0.00	0.00 %
001-1012-571000	Principal	6,282.00	6,282.00	0.00	7,283.94	-1,001.94	-15.95 %
001-1012-572000	Interest Expense	114.00	114.00	0.00	180.46	-66.46	-58.30 %
Department : 1012 - City Manager Total:		364,003.00	364,003.00	26,013.20	408,088.07	-44,085.07	-12.11 %
Department : 1020 - General Government							
001-1020-521000	Taxes-FICA	0.00	0.00	0.00	-12.92	12.92	0.00 %
001-1020-522001	Frozen Defined Benefit	144,682.00	144,682.00	0.00	65,472.00	79,210.00	54.75 %
001-1020-531200	Engineering Services	10,000.00	10,000.00	0.00	5,602.50	4,397.50	43.98 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-1020-531500	Other Professional Serv	50,000.00	50,000.00	350.00	4,645.00	45,355.00	90.71 %
001-1020-532000	Accounting & Auditing	28,000.00	28,000.00	0.00	33,140.00	-5,140.00	-18.36 %
001-1020-534000	Other Contractual Serv	15,000.00	15,000.00	0.00	1,348.87	13,651.13	91.01 %
001-1020-541000	Cell and Landline Phone	9,500.00	9,500.00	555.62	8,984.81	515.19	5.42 %
001-1020-542000	Postage & Freight	3,500.00	3,500.00	10.75	4,121.80	-621.80	-17.77 %
001-1020-543000	Utilities	46,000.00	46,000.00	3,305.90	29,801.97	16,198.03	35.21 %
001-1020-544100	Rental & Lease - Equip.	1,600.00	1,600.00	0.00	1,525.80	74.20	4.64 %
001-1020-545000	Insurance	49,987.00	49,987.00	5,026.00	55,152.00	-5,165.00	-10.33 %
001-1020-546000	Maintenance - Grounds	1,000.00	1,000.00	0.00	21.97	978.03	97.80 %
001-1020-546100	Maintenance - Buildings	3,000.00	3,000.00	109.33	5,532.39	-2,532.39	-84.41 %
001-1020-546200	Maint.-Mach. & Equip.	5,500.00	5,500.00	1,483.83	6,515.91	-1,015.91	-18.47 %
001-1020-546500	Maint. - Vehicles	0.00	0.00	73.46	155.93	-155.93	0.00 %
001-1020-548000	Promotional Activities	35,000.00	35,000.00	0.00	52,440.43	-17,440.43	-49.83 %
001-1020-552400	Janitorial Supplies	0.00	0.00	77.76	2,383.91	-2,383.91	0.00 %
001-1020-552700	Operating Supplies	16,000.00	16,000.00	568.34	18,030.16	-2,030.16	-12.69 %
001-1020-555500	Supplemental Retire Expense	35,202.00	35,202.00	2,933.49	35,201.88	0.12	0.00 %
001-1020-555501	Retiree-Health Ins.	29,556.00	29,556.00	1,644.76	18,875.60	10,680.40	36.14 %
001-1020-555502	Retiree-Dental Ins.	1,809.00	1,809.00	40.38	785.18	1,023.82	56.60 %
001-1020-555503	Retiree Supplmntl Life	3,250.00	3,250.00	199.58	2,599.17	650.83	20.03 %
001-1020-563000	Improvements O/T Bldgs.	10,750.00	10,750.00	0.00	11,059.27	-309.27	-2.88 %
001-1020-581100	CRA TIF Payment	209,464.00	209,464.00	0.00	209,464.00	0.00	0.00 %
001-1020-581101	CRA Expansion TIF Payment	51,238.00	51,238.00	0.00	51,238.00	0.00	0.00 %
001-1020-583000	Grants - Other	40,100.00	40,100.00	4,500.00	37,000.00	3,100.00	7.73 %
001-1020-592000	Contingent Expenses	0.00	0.00	0.00	160.00	-160.00	0.00 %
001-1020-596001	Fund Contingency Reserve	2,953,412.00	2,953,412.00	0.00	0.00	2,953,412.00	100.00 %
Department : 1020 - General Government Total:		3,753,550.00	3,753,550.00	20,879.20	661,245.63	3,092,304.37	82.38 %
Department : 1031 - Finance Department							
001-1031-512000	Regular Salaries	275,309.00	275,309.00	17,204.65	247,962.11	27,346.89	9.93 %
001-1031-512005	Appreciation & 24 Hr.	3,672.00	3,672.00	0.00	0.00	3,672.00	100.00 %
001-1031-514000	Overtime Salaries	1,032.00	1,032.00	490.22	6,872.59	-5,840.59	-565.95 %
001-1031-521000	Taxes-FICA	21,421.00	21,421.00	1,305.14	19,235.08	2,185.92	10.20 %
001-1031-522000	Retirement Contribution	16,519.00	16,519.00	1,032.28	13,476.88	3,042.12	18.42 %
001-1031-522500	457 Match	8,259.00	8,259.00	516.14	6,738.51	1,520.49	18.41 %
001-1031-523000	Insurance-Health	46,995.00	46,995.00	3,148.06	30,156.60	16,838.40	35.83 %
001-1031-523001	Insurance - Dental	2,355.00	2,355.00	392.92	1,647.32	707.68	30.05 %
001-1031-523002	Insurance - Life	2,044.00	2,044.00	447.48	2,099.48	-55.48	-2.71 %
001-1031-523003	Insurance - AD & D	189.00	189.00	31.65	187.83	1.17	0.62 %
001-1031-524000	Worker's Compensation	422.00	422.00	0.00	225.00	197.00	46.68 %
001-1031-526000	Long Term Disability Ins.	1,514.00	1,514.00	257.76	1,524.67	-10.67	-0.70 %
001-1031-534000	Other Contractual Serv	30,000.00	30,000.00	20,345.00	24,619.75	5,380.25	17.93 %
001-1031-540000	Travel & Per Diem	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-1031-540500	Registration/Trng Fees	2,000.00	2,000.00	1,920.00	3,155.00	-1,155.00	-57.75 %
001-1031-545000	Insurance	5,433.00	5,433.00	547.00	6,000.00	-567.00	-10.44 %
001-1031-546200	Maint.-Mach. & Equip.	200.00	200.00	0.00	0.00	200.00	100.00 %
001-1031-552700	Operating Supplies	3,000.00	3,000.00	2,236.00	7,694.09	-4,694.09	-156.47 %
001-1031-554100	Dues & Memberships	435.00	435.00	0.00	0.00	435.00	100.00 %
001-1031-554200	Subscript. & Publications	500.00	500.00	0.00	120.13	379.87	75.97 %
Department : 1031 - Finance Department Total:		423,299.00	423,299.00	49,874.30	371,715.04	51,583.96	12.19 %
Department : 1075 - Protective Services							
001-1075-512000	Regular Salaries	126,724.00	126,724.00	9,748.98	128,331.67	-1,607.67	-1.27 %
001-1075-512005	Appreciation & 24 Hr.	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00 %
001-1075-514000	Overtime Salaries	1,008.00	1,008.00	0.00	36.00	972.00	96.43 %
001-1075-521000	Taxes-FICA	9,913.00	9,913.00	724.34	9,555.23	357.77	3.61 %
001-1075-522000	Retirement Contribution	4,244.00	4,244.00	326.50	3,300.88	943.12	22.22 %
001-1075-522500	457 Match	3,802.00	3,802.00	180.42	2,938.71	863.29	22.71 %
001-1075-523000	Insurance-Health	26,610.00	26,610.00	2,328.32	24,162.53	2,447.47	9.20 %
001-1075-523001	Insurance - Dental	1,178.00	1,178.00	331.14	1,251.99	-73.99	-6.28 %
001-1075-523002	Insurance - Life	991.00	991.00	180.57	976.21	14.79	1.49 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-1075-523003	Insurance - AD & D	91.00	91.00	16.67	90.19	0.81	0.89 %
001-1075-524000	Worker's Compensation	1,300.00	1,300.00	0.00	699.00	601.00	46.23 %
001-1075-526000	Long Term Disability Ins.	697.00	697.00	139.14	742.95	-45.95	-6.59 %
001-1075-531200	Engineering Services	26,000.00	26,000.00	0.00	12,615.00	13,385.00	51.48 %
001-1075-534000	Other Contractual Serv	35,000.00	35,000.00	6,635.00	77,874.05	-42,874.05	-122.50 %
001-1075-540000	Travel & Per Diem	2,200.00	2,200.00	0.00	3,124.45	-924.45	-42.02 %
001-1075-540500	Registration/Trng Fees	1,100.00	1,100.00	0.00	1,352.75	-252.75	-22.98 %
001-1075-541000	Cell and Landline Phone	3,250.00	3,250.00	984.43	4,453.32	-1,203.32	-37.03 %
001-1075-543000	Utilities	4,900.00	4,900.00	447.23	3,380.53	1,519.47	31.01 %
001-1075-545000	Insurance	4,661.00	4,661.00	468.00	5,136.00	-475.00	-10.19 %
001-1075-546100	Maintenance - Buildings	600.00	600.00	44.44	2,829.77	-2,229.77	-371.63 %
001-1075-546200	Maint.-Mach. & Equip.	6,658.00	6,658.00	254.72	4,102.59	2,555.41	38.38 %
001-1075-546500	Maint. - Vehicles	0.00	0.00	0.00	8.95	-8.95	0.00 %
001-1075-547000	Printing & Binding	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
001-1075-548100	Legal Advertising	500.00	500.00	0.00	514.08	-14.08	-2.82 %
001-1075-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
001-1075-552700	Operating Supplies	2,250.00	2,250.00	499.43	3,331.47	-1,081.47	-48.07 %
001-1075-554100	Dues & Memberships	664.00	664.00	-245.00	565.00	99.00	14.91 %
001-1075-554200	Subscript. & Publications	1,500.00	1,500.00	0.00	865.36	634.64	42.31 %
001-1075-563000	Improvements O/T Bldgs.	34,250.00	34,250.00	0.00	21,250.00	13,000.00	37.96 %
001-1075-564000	Machinery & Equipment	0.00	0.00	-647.79	-68.81	68.81	0.00 %
Department : 1075 - Protective Services Total:		303,641.00	303,641.00	22,416.54	313,419.87	-9,778.87	-3.22 %
Department : 1079 - Community Improvement							
001-1079-512000	Regular Salaries	87,485.00	87,485.00	6,505.60	62,239.33	25,245.67	28.86 %
001-1079-512005	Appreciation & 24 Hr.	1,345.00	1,345.00	0.00	0.00	1,345.00	100.00 %
001-1079-514000	Overtime Salaries	0.00	0.00	0.00	194.18	-194.18	0.00 %
001-1079-521000	Taxes-FICA	6,795.00	6,795.00	497.14	4,771.70	2,023.30	29.78 %
001-1079-522000	Retirement Contribution	5,249.00	5,249.00	390.34	2,603.42	2,645.58	50.40 %
001-1079-522500	457 Match	2,625.00	2,625.00	99.12	992.52	1,632.48	62.19 %
001-1079-523000	Insurance-Health	18,798.00	18,798.00	947.70	9,309.42	9,488.58	50.48 %
001-1079-523001	Insurance - Dental	942.00	942.00	223.70	759.88	182.12	19.33 %
001-1079-523002	Insurance - Life	686.00	686.00	86.91	336.80	349.20	50.90 %
001-1079-523003	Insurance - AD & D	63.00	63.00	7.28	30.36	32.64	51.81 %
001-1079-524000	Worker's Compensation	1,218.00	1,218.00	0.00	655.00	563.00	46.22 %
001-1079-526000	Long Term Disability Ins.	481.00	481.00	75.25	268.95	212.05	44.09 %
001-1079-531100	Legal Service	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-1079-531200	Engineering Services	800.00	800.00	0.00	0.00	800.00	100.00 %
001-1079-531500	Other Professional Serv	9,000.00	9,000.00	400.00	1,980.00	7,020.00	78.00 %
001-1079-534000	Other Contractual Serv	1,800.00	1,800.00	0.00	8,029.25	-6,229.25	-346.07 %
001-1079-534200	Code Enf Compliance Expense	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-1079-540000	Travel & Per Diem	1,650.00	1,650.00	0.00	1,345.68	304.32	18.44 %
001-1079-540500	Registration/Trng Fees	1,400.00	1,400.00	0.00	2,160.00	-760.00	-54.29 %
001-1079-541000	Cell and Landline Phone	1,400.00	1,400.00	234.14	1,960.95	-560.95	-40.07 %
001-1079-542000	Postage & Freight	2,750.00	2,750.00	0.00	0.00	2,750.00	100.00 %
001-1079-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	0.00	500.00	100.00 %
001-1079-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	173.84	826.16	82.62 %
001-1079-547000	Printing & Binding	200.00	200.00	0.00	0.00	200.00	100.00 %
001-1079-548100	Legal Advertising	150.00	150.00	0.00	0.00	150.00	100.00 %
001-1079-552100	Fuel	1,500.00	1,500.00	184.25	1,239.09	260.91	17.39 %
001-1079-552500	Uniforms	500.00	500.00	0.00	456.38	43.62	8.72 %
001-1079-552700	Operating Supplies	1,000.00	1,000.00	0.00	1,191.18	-191.18	-19.12 %
001-1079-554100	Dues & Memberships	250.00	250.00	0.00	0.00	250.00	100.00 %
001-1079-564000	Machinery & Equipment	3,500.00	3,500.00	0.00	2,999.79	500.21	14.29 %
Department : 1079 - Community Improvement Total:		157,087.00	157,087.00	9,651.43	103,697.72	53,389.28	33.99 %
Department : 4040 - Police Department							
001-4040-512000	Regular Salaries	1,081,766.00	1,081,766.00	79,615.95	1,016,257.12	65,508.88	6.06 %
001-4040-512005	Appreciation & 24 Hr.	16,698.00	16,698.00	0.00	0.00	16,698.00	100.00 %
001-4040-513000	Special Detail	20,000.00	20,000.00	225.00	11,992.30	8,007.70	40.04 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-4040-514000	Overtime Salaries	85,474.00	85,474.00	13,798.73	243,820.34	-158,346.34	-185.26 %
001-4040-521000	Taxes-FICA	92,101.00	92,101.00	6,954.32	95,258.93	-3,157.93	-3.43 %
001-4040-522000	Retirement Contribution	302,886.00	302,886.00	21,956.83	293,519.71	9,366.29	3.09 %
001-4040-522500	457 Match	32,033.00	32,033.00	1,210.15	17,444.88	14,588.12	45.54 %
001-4040-523000	Insurance-Health	260,952.00	260,952.00	19,252.68	208,783.52	52,168.48	19.99 %
001-4040-523001	Insurance - Dental	11,256.00	11,256.00	2,166.37	11,114.19	141.81	1.26 %
001-4040-523002	Insurance - Life	8,346.00	8,346.00	1,617.24	8,711.25	-365.25	-4.38 %
001-4040-523003	Insurance - AD & D	770.00	770.00	137.34	832.52	-62.52	-8.12 %
001-4040-524000	Worker's Compensation	35,982.00	35,982.00	0.00	19,397.00	16,585.00	46.09 %
001-4040-525000	Unemployment Comp	0.00	0.00	0.00	-278.46	278.46	0.00 %
001-4040-526000	Long Term Disability Ins.	5,873.00	5,873.00	1,056.16	6,066.85	-193.85	-3.30 %
001-4040-531100	Legal Service	4,000.00	4,000.00	9,918.00	9,918.00	-5,918.00	-147.95 %
001-4040-531300	Medical Services	4,750.00	4,750.00	0.00	0.00	4,750.00	100.00 %
001-4040-531500	Other Professional Serv	1,000.00	1,000.00	-75.60	-75.60	1,075.60	107.56 %
001-4040-534000	Other Contractual Serv	72,980.00	72,980.00	3,613.63	32,573.82	40,406.18	55.37 %
001-4040-540000	Travel & Per Diem	29,250.00	29,250.00	848.30	16,425.17	12,824.83	43.85 %
001-4040-540500	Registration/Trng Fees	33,700.00	33,700.00	3,162.56	10,712.56	22,987.44	68.21 %
001-4040-541000	Cell and Landline Phone	28,629.00	28,629.00	1,554.90	33,603.49	-4,974.49	-17.38 %
001-4040-542000	Postage & Freight	0.00	0.00	33.51	410.25	-410.25	0.00 %
001-4040-542500	Safety	0.00	0.00	0.00	110.16	-110.16	0.00 %
001-4040-543000	Utilities	27,000.00	27,000.00	2,203.52	20,785.54	6,214.46	23.02 %
001-4040-545000	Insurance	35,536.00	35,536.00	4,196.25	39,536.75	-4,000.75	-11.26 %
001-4040-546000	Maintenance - Grounds	3,500.00	3,500.00	0.00	4,876.07	-1,376.07	-39.32 %
001-4040-546100	Maintenance - Buildings	10,000.00	10,000.00	185.70	14,450.37	-4,450.37	-44.50 %
001-4040-546101	Maintenance Project	0.00	0.00	0.00	2,470.00	-2,470.00	0.00 %
001-4040-546200	Maint.-Mach. & Equip.	16,990.00	16,990.00	0.00	6,739.38	10,250.62	60.33 %
001-4040-546500	Maint. - Vehicles	60,000.00	60,000.00	-23,792.52	17,461.99	42,538.01	70.90 %
001-4040-548000	Promotional Activities	8,000.00	8,000.00	0.00	9,055.49	-1,055.49	-13.19 %
001-4040-551205	Explorers' Expenses	2,500.00	2,500.00	0.00	11,063.27	-8,563.27	-342.53 %
001-4040-551206	Shop with a Cop Program	0.00	0.00	0.00	1,081.32	-1,081.32	0.00 %
001-4040-552100	Fuel	100,000.00	100,000.00	6,235.84	74,751.91	25,248.09	25.25 %
001-4040-552400	Janitorial Supplies	0.00	0.00	0.00	211.54	-211.54	0.00 %
001-4040-552500	Uniforms	13,200.00	13,200.00	4,900.38	22,858.54	-9,658.54	-73.17 %
001-4040-552700	Operating Supplies	61,363.00	61,363.00	658.62	59,586.23	1,776.77	2.90 %
001-4040-552800	Investigative Funds	2,000.00	2,000.00	105.00	2,035.18	-35.18	-1.76 %
001-4040-554100	Dues & Memberships	2,500.00	2,500.00	0.00	1,532.95	967.05	38.68 %
001-4040-562000	Buildings	0.00	0.00	0.00	253.31	-253.31	0.00 %
001-4040-563000	Improvements O/T Bldgs.	16,000.00	16,000.00	0.00	8,029.86	7,970.14	49.81 %
001-4040-564000	Machinery & Equipment	0.00	0.00	-34,980.90	12,750.93	-12,750.93	0.00 %
001-4040-564002	ARPA Funded Capital Equipment	151,888.00	151,888.00	34,980.90	180,985.30	-29,097.30	-19.16 %
Department : 4040 - Police Department Total:		2,638,923.00	2,638,923.00	161,738.86	2,527,113.93	111,809.07	4.24 %
Department : 4074 - Animal Control							
001-4074-512000	Regular Salaries	127,669.00	127,669.00	10,057.79	114,717.46	12,951.54	10.14 %
001-4074-512005	Appreciation & 24 Hr.	2,325.00	2,325.00	0.00	0.00	2,325.00	100.00 %
001-4074-514000	Overtime Salaries	17,290.00	17,290.00	1,840.16	15,310.34	1,979.66	11.45 %
001-4074-521000	Taxes-FICA	11,267.00	11,267.00	900.16	9,704.42	1,562.58	13.87 %
001-4074-522000	Retirement Contribution	8,322.00	8,322.00	1,402.57	7,738.15	583.85	7.02 %
001-4074-522500	457 Match	3,258.00	3,258.00	91.07	268.39	2,989.61	91.76 %
001-4074-523000	Insurance-Health	34,325.00	34,325.00	2,385.75	24,553.05	9,771.95	28.47 %
001-4074-523001	Insurance - Dental	1,461.00	1,461.00	210.20	1,140.78	320.22	21.92 %
001-4074-523002	Insurance - Life	854.00	854.00	146.57	818.97	35.03	4.10 %
001-4074-523003	Insurance - AD & D	79.00	79.00	11.01	73.03	5.97	7.56 %
001-4074-524000	Worker's Compensation	2,520.00	2,520.00	0.00	1,327.00	1,193.00	47.34 %
001-4074-526000	Long Term Disability Ins.	597.00	597.00	102.74	589.64	7.36	1.23 %
001-4074-531500	Other Professional Serv	0.00	0.00	-389.00	-146.10	146.10	0.00 %
001-4074-534000	Other Contractual Serv	13,350.00	13,350.00	2,099.08	18,094.17	-4,744.17	-35.54 %
001-4074-540000	Travel & Per Diem	3,000.00	3,000.00	38.70	557.70	2,442.30	81.41 %
001-4074-540500	Registration/Trng Fees	3,000.00	3,000.00	0.00	985.00	2,015.00	67.17 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-4074-541000	Cell and Landline Phone	4,382.00	4,382.00	75.92	2,799.72	1,582.28	36.11 %
001-4074-542500	Safety	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-4074-543000	Utilities	14,000.00	14,000.00	2,138.78	18,699.45	-4,699.45	-33.57 %
001-4074-545000	Insurance	11,488.00	11,488.00	1,155.00	12,672.00	-1,184.00	-10.31 %
001-4074-546100	Maintenance - Buildings	5,000.00	5,000.00	785.69	16,081.58	-11,081.58	-221.63 %
001-4074-546200	Maint.-Mach. & Equip.	750.00	750.00	0.00	1,619.74	-869.74	-115.97 %
001-4074-546500	Maint. - Vehicles	5,000.00	5,000.00	88.26	1,484.30	3,515.70	70.31 %
001-4074-552100	Fuel	12,915.00	12,915.00	163.09	6,999.16	5,915.84	45.81 %
001-4074-552300	Chemicals	8,100.00	8,100.00	320.32	6,515.76	1,584.24	19.56 %
001-4074-552400	Janitorial Supplies	0.00	0.00	228.75	3,153.66	-3,153.66	0.00 %
001-4074-552500	Uniforms	1,000.00	1,000.00	286.00	4,047.54	-3,047.54	-304.75 %
001-4074-552700	Operating Supplies	11,390.00	11,390.00	21.17	19,997.96	-8,607.96	-75.57 %
001-4074-552900	Animal Food	6,000.00	6,000.00	1,339.38	18,283.00	-12,283.00	-204.72 %
001-4074-554100	Dues & Memberships	0.00	0.00	0.00	75.00	-75.00	0.00 %
001-4074-562000	Buildings	0.00	0.00	0.00	6,228.93	-6,228.93	0.00 %
001-4074-563000	Improvements O/T Bldgs.	40,600.00	40,600.00	0.00	18,761.89	21,838.11	53.79 %
001-4074-564000	Machinery & Equipment	40,590.00	40,590.00	-55,525.84	1,713.00	38,877.00	95.78 %
001-4074-564002	ARPA Funded Capital Outlay	27,500.00	27,500.00	55,525.84	55,525.84	-28,025.84	-101.91 %
001-4074-592000	Contingent Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-4074-592002	Pay to Capital Reserve	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
Department : 4074 - Animal Control Total:		428,532.00	428,532.00	25,499.16	390,390.53	38,141.47	8.90 %
Department : 5050 - Fire Department							
001-5050-512000	Regular Salaries	41,486.00	41,486.00	3,191.82	43,023.56	-1,537.56	-3.71 %
001-5050-512005	Appreciation & 24 Hr.	588.00	588.00	0.00	0.00	588.00	100.00 %
001-5050-513000	Special Detail	285,787.00	285,787.00	23,500.00	357,845.00	-72,058.00	-25.21 %
001-5050-521000	Taxes-FICA	25,081.00	25,081.00	2,031.05	30,538.20	-5,457.20	-21.76 %
001-5050-522000	Retirement Contribution	250.00	250.00	19.20	257.97	-7.97	-3.19 %
001-5050-522002	Firefighter Pension	107,824.00	107,824.00	39,413.59	147,237.59	-39,413.59	-36.55 %
001-5050-522500	457 Match	1,245.00	1,245.00	86.16	1,223.92	21.08	1.69 %
001-5050-523000	Insurance-Health	6,775.00	6,775.00	592.77	6,876.18	-101.18	-1.49 %
001-5050-523001	Insurance - Dental	235.00	235.00	20.20	236.15	-1.15	-0.49 %
001-5050-523002	Insurance - Life	328.00	328.00	23.53	297.83	30.17	9.20 %
001-5050-523003	Insurance - AD & D	30.00	30.00	2.17	27.41	2.59	8.63 %
001-5050-523004	Firefighter AD & D	6,716.00	6,716.00	437.58	5,323.89	1,392.11	20.73 %
001-5050-523005	Firefighter Cancer Plan	12,420.00	12,420.00	808.92	9,841.86	2,578.14	20.76 %
001-5050-524000	Worker's Compensation	13,443.00	13,443.00	0.00	7,242.00	6,201.00	46.13 %
001-5050-526000	Long Term Disability Ins.	228.00	228.00	19.70	242.88	-14.88	-6.53 %
001-5050-534000	Other Contractual Serv	300.00	300.00	0.00	12,308.50	-12,008.50	-4,002.83 %
001-5050-537702	Admin. Fee CFD	5,887.00	5,887.00	490.00	5,880.00	7.00	0.12 %
001-5050-540000	Travel & Per Diem	2,600.00	2,600.00	0.00	2,161.35	438.65	16.87 %
001-5050-540500	Registration/Trng Fees	6,500.00	6,500.00	0.00	3,903.85	2,596.15	39.94 %
001-5050-541000	Cell and Landline Phone	6,802.00	6,802.00	2,393.80	9,444.94	-2,642.94	-38.86 %
001-5050-543000	Utilities	14,000.00	14,000.00	1,236.99	12,856.59	1,143.41	8.17 %
001-5050-545000	Insurance	34,083.00	34,083.00	4,048.25	38,424.75	-4,341.75	-12.74 %
001-5050-546100	Maintenance - Buildings	7,000.00	7,000.00	0.00	4,161.87	2,838.13	40.54 %
001-5050-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	3,909.30	36,122.48	-21,122.48	-140.82 %
001-5050-546500	Maint. - Vehicles	37,000.00	37,000.00	6,285.99	47,817.56	-10,817.56	-29.24 %
001-5050-551100	1st Responder Suppli	5,000.00	5,000.00	0.00	12,467.95	-7,467.95	-149.36 %
001-5050-552100	Fuel	16,000.00	16,000.00	1,104.47	12,843.00	3,157.00	19.73 %
001-5050-552300	Chemicals	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
001-5050-552500	Uniforms	2,500.00	2,500.00	0.00	1,568.20	931.80	37.27 %
001-5050-552700	Operating Supplies	12,500.00	12,500.00	1,534.21	8,918.69	3,581.31	28.65 %
001-5050-554100	Dues & Memberships	0.00	0.00	0.00	395.00	-395.00	0.00 %
001-5050-554200	Subscript. & Publications	0.00	0.00	0.00	2,106.34	-2,106.34	0.00 %
001-5050-563000	Improvements O/T Bldgs.	4,250.00	4,250.00	15,612.00	19,862.00	-15,612.00	-367.34 %
001-5050-564000	Machinery & Equipment	273,675.00	273,675.00	51,926.86	193,879.65	79,795.35	29.16 %
001-5050-564002	ARPA Funded Capital Outlay	78,875.00	78,875.00	5,306.50	67,143.50	11,731.50	14.87 %
Department : 5050 - Fire Department Total:		1,026,408.00	1,026,408.00	163,995.06	1,102,480.66	-76,072.66	-7.41 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department : 6060 - Library							
001-6060-512000	Regular Salaries	194,838.00	194,838.00	18,987.54	206,301.49	-11,463.49	-5.88 %
001-6060-512005	Appreciation & 24 Hr.	3,303.00	3,303.00	0.00	0.00	3,303.00	100.00 %
001-6060-521000	Taxes-FICA	15,158.00	15,158.00	1,386.56	15,156.17	1.83	0.01 %
001-6060-522000	Retirement Contribution	11,690.00	11,690.00	1,139.28	12,290.47	-600.47	-5.14 %
001-6060-522500	457 Match	5,845.00	5,845.00	313.00	3,649.05	2,195.95	37.57 %
001-6060-523000	Insurance-Health	51,106.00	51,106.00	3,414.51	39,185.89	11,920.11	23.32 %
001-6060-523001	Insurance - Dental	2,167.00	2,167.00	542.65	2,526.27	-359.27	-16.58 %
001-6060-523002	Insurance - Life	1,533.00	1,533.00	375.71	1,901.01	-368.01	-24.01 %
001-6060-523003	Insurance - AD & D	141.00	141.00	25.39	168.11	-27.11	-19.23 %
001-6060-524000	Worker's Compensation	305.00	305.00	0.00	161.00	144.00	47.21 %
001-6060-526000	Long Term Disability Ins.	1,072.00	1,072.00	192.61	1,274.40	-202.40	-18.88 %
001-6060-540000	Travel & Per Diem	1,200.00	1,200.00	0.00	912.94	287.06	23.92 %
001-6060-540500	Registration/Trng Fees	1,200.00	1,200.00	0.00	303.00	897.00	74.75 %
001-6060-541000	Cell and Landline Phone	2,736.00	2,736.00	0.00	578.53	2,157.47	78.85 %
001-6060-543000	Utilities	20,000.00	20,000.00	1,521.54	11,994.59	8,005.41	40.03 %
001-6060-544100	Rental & Lease - Equip.	2,808.00	2,808.00	0.00	0.00	2,808.00	100.00 %
001-6060-545000	Insurance	5,179.00	5,179.00	521.00	5,718.00	-539.00	-10.41 %
001-6060-546100	Maintenance - Buildings	6,000.00	6,000.00	491.75	11,505.59	-5,505.59	-91.76 %
001-6060-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	4,453.32	-2,453.32	-122.67 %
001-6060-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	499.67	500.33	50.03 %
001-6060-548000	Promotional Activities	1,200.00	1,200.00	0.00	698.08	501.92	41.83 %
001-6060-552100	Fuel	573.00	573.00	0.00	235.45	337.55	58.91 %
001-6060-552700	Operating Supplies	2,855.00	2,855.00	4,550.92	6,248.57	-3,393.57	-118.86 %
001-6060-554200	Subscript. & Publications	600.00	600.00	0.00	0.00	600.00	100.00 %
001-6060-557200	Dist. State Lib Funds-Barron	38,601.00	38,601.00	0.00	38,601.00	0.00	0.00 %
001-6060-563013	ARPA Funded Project	497,000.00	497,000.00	0.00	494,865.00	2,135.00	0.43 %
001-6060-566000	Publications/Materials	5,800.00	5,800.00	154.80	5,122.05	677.95	11.69 %
001-6060-592000	Contingent Expenses	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
Department : 6060 - Library Total:		878,910.00	878,910.00	33,617.26	864,349.65	14,560.35	1.66 %
Department : 7070 - Public Works Administration							
001-7070-512000	Regular Salaries	204,150.00	204,150.00	15,761.30	202,220.86	1,929.14	0.94 %
001-7070-512005	Appreciation & 24 Hr.	3,298.00	3,298.00	0.00	0.00	3,298.00	100.00 %
001-7070-514000	Overtime Salaries	1,809.00	1,809.00	0.00	1,546.12	262.88	14.53 %
001-7070-521000	Taxes-FICA	16,008.00	16,008.00	1,175.36	15,248.10	759.90	4.75 %
001-7070-522000	Retirement Contribution	12,249.00	12,249.00	945.67	11,529.06	719.94	5.88 %
001-7070-522500	457 Match	6,124.00	6,124.00	343.49	4,393.93	1,730.07	28.25 %
001-7070-523000	Insurance-Health	58,183.00	58,183.00	3,568.72	47,280.02	10,902.98	18.74 %
001-7070-523001	Insurance - Dental	2,214.00	2,214.00	492.05	2,394.25	-180.25	-8.14 %
001-7070-523002	Insurance - Life	1,599.00	1,599.00	423.18	1,878.48	-279.48	-17.48 %
001-7070-523003	Insurance - AD & D	148.00	148.00	23.32	160.48	-12.48	-8.43 %
001-7070-524000	Worker's Compensation	10,888.00	10,888.00	0.00	5,856.00	5,032.00	46.22 %
001-7070-526000	Long Term Disability Ins.	1,123.00	1,123.00	177.92	1,241.75	-118.75	-10.57 %
001-7070-534000	Other Contractual Serv	0.00	0.00	0.00	127.25	-127.25	0.00 %
001-7070-540000	Travel & Per Diem	750.00	750.00	0.00	15.75	734.25	97.90 %
001-7070-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	2,040.00	2,960.00	59.20 %
001-7070-541000	Cell and Landline Phone	4,500.00	4,500.00	412.30	5,771.14	-1,271.14	-28.25 %
001-7070-543000	Utilities	4,000.00	4,000.00	0.00	875.92	3,124.08	78.10 %
001-7070-546100	Maintenance - Buildings	10,000.00	10,000.00	1,942.44	15,046.07	-5,046.07	-50.46 %
001-7070-546101	Maintenance Project	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
001-7070-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	82.98	7,544.97	-2,544.97	-50.90 %
001-7070-546500	Maint. - Vehicles	0.00	0.00	54.80	134.22	-134.22	0.00 %
001-7070-548000	Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-7070-552500	Uniforms	2,500.00	2,500.00	20.74	957.42	1,542.58	61.70 %
001-7070-552700	Operating Supplies	9,000.00	9,000.00	2,118.01	11,990.21	-2,990.21	-33.22 %
001-7070-554100	Dues & Memberships	200.00	200.00	0.00	81.36	118.64	59.32 %
001-7070-564000	Machinery & Equipment	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
Department : 7070 - Public Works Administration Total:		368,643.00	368,643.00	27,542.28	338,333.36	30,309.64	8.22 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Department : 7071 - Central Garage							
001-7071-512000	Regular Salaries	88,171.00	88,171.00	9,270.40	53,012.35	35,158.65	39.88 %
001-7071-512005	Appreciation & 24 Hr.	1,389.00	1,389.00	0.00	0.00	1,389.00	100.00 %
001-7071-514000	Overtime Salaries	636.00	636.00	0.00	331.71	304.29	47.84 %
001-7071-521000	Taxes-FICA	6,900.00	6,900.00	707.80	4,064.86	2,835.14	41.09 %
001-7071-522000	Retirement Contribution	5,290.00	5,290.00	220.22	2,552.26	2,737.74	51.75 %
001-7071-522500	457 Match	2,645.00	2,645.00	110.12	1,276.16	1,368.84	51.75 %
001-7071-523000	Insurance-Health	18,798.00	18,798.00	822.38	8,932.64	9,865.36	52.48 %
001-7071-523001	Insurance - Dental	942.00	942.00	86.74	492.65	449.35	47.70 %
001-7071-523002	Insurance - Life	694.00	694.00	65.00	424.80	269.20	38.79 %
001-7071-523003	Insurance - AD & D	64.00	64.00	6.00	39.21	24.79	38.73 %
001-7071-524000	Worker's Compensation	2,331.00	2,331.00	0.00	1,256.00	1,075.00	46.12 %
001-7071-526000	Long Term Disability Ins.	485.00	485.00	45.50	297.51	187.49	38.66 %
001-7071-534000	Other Contractual Serv	1,800.00	1,800.00	40.00	90.00	1,710.00	95.00 %
001-7071-540000	Travel & Per Diem	500.00	500.00	0.00	110.14	389.86	77.97 %
001-7071-540500	Registration/Trng Fees	250.00	250.00	0.00	1,045.00	-795.00	-318.00 %
001-7071-542500	Safety	0.00	0.00	132.48	299.53	-299.53	0.00 %
001-7071-543000	Utilities	4,800.00	4,800.00	44.21	490.91	4,309.09	89.77 %
001-7071-545000	Insurance	25,813.00	25,813.00	2,484.00	28,184.17	-2,371.17	-9.19 %
001-7071-546100	Maintenance - Buildings	2,000.00	2,000.00	1,309.68	10,913.37	-8,913.37	-445.67 %
001-7071-546200	Maint.-Mach. & Equip.	7,000.00	7,000.00	474.04	7,194.01	-194.01	-2.77 %
001-7071-546500	Maint. - Vehicles	1,500.00	1,500.00	0.00	1,841.98	-341.98	-22.80 %
001-7071-552100	Fuel	2,600.00	2,600.00	164.50	5,688.31	-3,088.31	-118.78 %
001-7071-552400	Janitorial Supplies	0.00	0.00	0.00	25.87	-25.87	0.00 %
001-7071-552500	Uniforms	1,200.00	1,200.00	58.00	788.80	411.20	34.27 %
001-7071-552700	Operating Supplies	6,500.00	6,500.00	4,045.69	10,472.88	-3,972.88	-61.12 %
001-7071-564000	Machinery & Equipment	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Department : 7071 - Central Garage Total:		185,808.00	185,808.00	20,086.76	139,825.12	45,982.88	24.75 %
Department : 7073 - Streets & Sidewalks							
001-7073-512000	Regular Salaries	168,305.00	168,305.00	12,968.30	170,621.87	-2,316.87	-1.38 %
001-7073-512005	Appreciation & 24 Hr.	2,783.00	2,783.00	0.00	0.00	2,783.00	100.00 %
001-7073-514000	Overtime Salaries	2,197.00	2,197.00	0.00	2,582.02	-385.02	-17.52 %
001-7073-521000	Taxes-FICA	13,256.00	13,256.00	966.92	12,928.55	327.45	2.47 %
001-7073-522000	Retirement Contribution	10,098.00	10,098.00	689.55	9,114.86	983.14	9.74 %
001-7073-522500	457 Match	5,049.00	5,049.00	306.04	4,051.33	997.67	19.76 %
001-7073-523000	Insurance-Health	43,822.00	43,822.00	3,383.96	39,614.39	4,207.61	9.60 %
001-7073-523001	Insurance - Dental	1,886.00	1,886.00	372.42	1,973.83	-87.83	-4.66 %
001-7073-523002	Insurance - Life	1,322.00	1,322.00	246.75	1,561.40	-239.40	-18.11 %
001-7073-523003	Insurance - AD & D	122.00	122.00	19.54	141.40	-19.40	-15.90 %
001-7073-524000	Worker's Compensation	14,598.00	14,598.00	0.00	7,848.00	6,750.00	46.24 %
001-7073-526000	Long Term Disability Ins.	926.00	926.00	148.48	1,074.95	-148.95	-16.09 %
001-7073-531200	Engineering Services	50,000.00	50,000.00	21,005.00	80,297.50	-30,297.50	-60.60 %
001-7073-534000	Other Contractual Serv	14,400.00	14,400.00	0.00	12,984.00	1,416.00	9.83 %
001-7073-534006	Hwy 27 Tree Maint.	16,000.00	16,000.00	0.00	14,000.00	2,000.00	12.50 %
001-7073-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	1,185.00	315.00	21.00 %
001-7073-541000	Cell and Landline Phone	660.00	660.00	78.87	816.58	-156.58	-23.72 %
001-7073-542500	Safety	700.00	700.00	18.34	50.63	649.37	92.77 %
001-7073-543000	Utilities	32,000.00	32,000.00	2,441.08	24,469.58	7,530.42	23.53 %
001-7073-545000	Insurance	44,964.00	44,964.00	4,521.00	49,608.00	-4,644.00	-10.33 %
001-7073-546100	Maintenance - Buildings	2,000.00	2,000.00	808.99	1,025.12	974.88	48.74 %
001-7073-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	3,469.43	77,480.50	-42,480.50	-121.37 %
001-7073-546500	Maint. - Vehicles	30,000.00	30,000.00	1,952.03	32,484.30	-2,484.30	-8.28 %
001-7073-552100	Fuel	40,000.00	40,000.00	1,956.83	26,101.29	13,898.71	34.75 %
001-7073-552500	Uniforms	2,800.00	2,800.00	103.12	1,504.79	1,295.21	46.26 %
001-7073-552700	Operating Supplies	6,000.00	6,000.00	446.15	5,883.28	116.72	1.95 %
001-7073-553000	Road Material & Supplies	50,000.00	50,000.00	2,588.97	53,305.31	-3,305.31	-6.61 %
001-7073-553001	Street Overlays	471,400.00	471,400.00	0.00	12,050.00	459,350.00	97.44 %
001-7073-553002	Street Striping	75,000.00	75,000.00	0.00	1,160.40	73,839.60	98.45 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-7073-553200	Street Signs	15,000.00	15,000.00	0.00	8,358.39	6,641.61	44.28 %
001-7073-553400	Sidewalks	75,000.00	75,000.00	5,400.00	16,110.98	58,889.02	78.52 %
001-7073-564000	Machinery & Equipment	36,000.00	36,000.00	0.00	44,047.30	-8,047.30	-22.35 %
001-7073-571000	Principal	2,513.00	2,513.00	0.00	2,913.62	-400.62	-15.94 %
001-7073-572000	Interest Expense	46.00	46.00	0.00	72.19	-26.19	-56.93 %
Department : 7073 - Streets & Sidewalks Total:		1,265,347.00	1,265,347.00	63,891.77	717,421.36	547,925.64	43.30 %
Department : 7074 - FDOT Projects							
001-7074-563005	FDOT C-21 Bridge Project	0.00	1,222,675.00	137,676.26	989,869.48	232,805.52	19.04 %
001-7074-563014	Ventura Ave- Improvements	0.00	0.00	22,718.00	97,540.98	-97,540.98	0.00 %
Department : 7074 - FDOT Projects Total:		0.00	1,222,675.00	160,394.26	1,087,410.46	135,264.54	11.06 %
Department : 7075 - Community Landscaping Improvements							
001-7075-531500	Other Professional Serv	0.00	0.00	0.00	24,127.30	-24,127.30	0.00 %
001-7075-552700	Operating Supplies	0.00	0.00	30.88	462.19	-462.19	0.00 %
Department : 7075 - Community Landscaping Improvements Total		0.00	0.00	30.88	24,589.49	-24,589.49	0.00 %
Department : 7076 - Mosquito Control							
001-7076-514000	Overtime Salaries	12,146.00	12,146.00	0.00	2,487.00	9,659.00	79.52 %
001-7076-521000	Taxes-FICA	929.00	929.00	0.00	183.93	745.07	80.20 %
001-7076-522000	Retirement Contribution	0.00	0.00	0.00	104.46	-104.46	0.00 %
001-7076-522500	457 Match	0.00	0.00	0.00	52.24	-52.24	0.00 %
001-7076-523000	Insurance-Health	0.00	0.00	0.00	412.60	-412.60	0.00 %
001-7076-523001	Insurance - Dental	0.00	0.00	0.00	15.81	-15.81	0.00 %
001-7076-523002	Insurance - Life	0.00	0.00	0.00	2.29	-2.29	0.00 %
001-7076-523003	Insurance - AD & D	0.00	0.00	0.00	0.21	-0.21	0.00 %
001-7076-526000	Long Term Disability Ins.	0.00	0.00	0.00	1.60	-1.60	0.00 %
001-7076-534000	Other Contractual Serv	3,500.00	3,500.00	0.00	1,780.00	1,720.00	49.14 %
001-7076-534002	Mowing Services	182,400.00	182,400.00	15,200.00	182,400.00	0.00	0.00 %
001-7076-534003	Mosquito Contractor	160,000.00	160,000.00	3,726.10	48,552.81	111,447.19	69.65 %
001-7076-537701	410 Admin. Charges	4,694.00	4,694.00	0.00	2,348.00	2,346.00	49.98 %
001-7076-540000	Travel & Per Diem	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
001-7076-540500	Registration/Trng Fees	550.00	550.00	0.00	0.00	550.00	100.00 %
001-7076-545000	Insurance	677.00	677.00	68.00	744.00	-67.00	-9.90 %
001-7076-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	8.90	522.99	477.01	47.70 %
001-7076-548000	Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-7076-552100	Fuel	150.00	150.00	0.00	0.00	150.00	100.00 %
001-7076-552700	Operating Supplies	5,000.00	5,000.00	0.00	2,145.29	2,854.71	57.09 %
001-7076-554100	Dues & Memberships	200.00	200.00	0.00	0.00	200.00	100.00 %
001-7076-564000	Machinery & Equipment	16,000.00	16,000.00	0.00	21,025.35	-5,025.35	-31.41 %
Department : 7076 - Mosquito Control Total:		389,546.00	389,546.00	19,003.00	262,778.58	126,767.42	32.54 %
Department : 7077 - Stormwater Projects							
001-7077-531200	Engineering Services	30,000.00	30,000.00	0.00	39,415.75	-9,415.75	-31.39 %
001-7077-552700	Operating Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
001-7077-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	135,030.00	-135,030.00	0.00 %
Department : 7077 - Stormwater Projects Total:		35,000.00	35,000.00	0.00	174,445.75	-139,445.75	-398.42 %
Department : 7078 - Street Lighting							
001-7078-543000	Utilities	48,300.00	48,300.00	6,272.37	33,107.97	15,192.03	31.45 %
001-7078-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	189,797.43	219,586.08	-184,586.08	-527.39 %
001-7078-548000	Promotional Activities	13,000.00	13,000.00	0.00	902.24	12,097.76	93.06 %
Department : 7078 - Street Lighting Total:		96,300.00	96,300.00	196,069.80	253,596.29	-157,296.29	-163.34 %
Department : 7079 - Federal - HUD Project							
001-7079-531200	Engineering Services	0.00	0.00	0.00	16,640.00	-16,640.00	0.00 %
Department : 7079 - Federal - HUD Project Total:		0.00	0.00	0.00	16,640.00	-16,640.00	0.00 %
Department : 8080 - Rec. - Admin. & Parks							
001-8080-512000	Regular Salaries	157,099.00	157,099.00	15,640.00	156,926.12	172.88	0.11 %
001-8080-512005	Appreciation & 24 Hr.	2,690.00	2,690.00	0.00	0.00	2,690.00	100.00 %
001-8080-514000	Overtime Salaries	7,793.00	7,793.00	40.86	6,200.77	1,592.23	20.43 %
001-8080-521000	Taxes-FICA	12,820.00	12,820.00	1,178.30	12,148.54	671.46	5.24 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-8080-522000	Retirement Contribution	9,426.00	9,426.00	434.33	6,716.21	2,709.79	28.75 %
001-8080-522500	457 Match	4,713.00	4,713.00	58.05	1,321.96	3,391.04	71.95 %
001-8080-523000	Insurance-Health	45,848.00	45,848.00	3,025.10	34,614.43	11,233.57	24.50 %
001-8080-523001	Insurance - Dental	1,908.00	1,908.00	314.55	1,711.69	196.31	10.29 %
001-8080-523002	Insurance - Life	1,232.00	1,232.00	189.08	1,133.89	98.11	7.96 %
001-8080-523003	Insurance - AD & D	114.00	114.00	17.45	104.69	9.31	8.17 %
001-8080-524000	Worker's Compensation	2,407.00	2,407.00	0.00	1,292.00	1,115.00	46.32 %
001-8080-526000	Long Term Disability Ins.	864.00	864.00	133.37	792.02	71.98	8.33 %
001-8080-531200	Engineering Services	0.00	0.00	0.00	112.50	-112.50	0.00 %
001-8080-534000	Other Contractual Services	8,400.00	8,400.00	865.36	14,916.15	-6,516.15	-77.57 %
001-8080-534601	Concessions	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
001-8080-540000	Travel & Per Diem	1,500.00	1,500.00	193.02	203.20	1,296.80	86.45 %
001-8080-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-8080-541000	Cell and Landline Phone	2,000.00	2,000.00	23.28	642.84	1,357.16	67.86 %
001-8080-543000	Utilities	10,000.00	10,000.00	272.63	3,225.17	6,774.83	67.75 %
001-8080-544100	Rental & Lease - Equip.	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
001-8080-545000	Insurance	30,044.00	30,044.00	3,021.00	33,150.00	-3,106.00	-10.34 %
001-8080-546000	Maintenance - Grounds	20,000.00	20,000.00	340.40	30,595.39	-10,595.39	-52.98 %
001-8080-546100	Maintenance - Buildings	5,000.00	5,000.00	237.29	5,313.00	-313.00	-6.26 %
001-8080-546200	Maint.-Mach. & Equip.	6,500.00	6,500.00	6.59	24,466.37	-17,966.37	-276.41 %
001-8080-546300	Maint. - Boat Dock	5,000.00	5,000.00	382.82	9,855.08	-4,855.08	-97.10 %
001-8080-546500	Maint. - Vehicles	2,000.00	2,000.00	11.59	5,743.83	-3,743.83	-187.19 %
001-8080-548000	Promotional Activities	2,500.00	2,500.00	0.00	2,232.47	267.53	10.70 %
001-8080-551200	Program Activity Supplies	20,000.00	20,000.00	0.00	19,284.21	715.79	3.58 %
001-8080-551201	Initial Supplies for Activities	15,000.00	15,000.00	1,330.60	8,087.17	6,912.83	46.09 %
001-8080-551208	Robotics Activity Supplies	9,735.00	9,735.00	0.00	680.62	9,054.38	93.01 %
001-8080-552100	Fuel	3,500.00	3,500.00	0.00	762.40	2,737.60	78.22 %
001-8080-552400	Janitorial Supplies	0.00	0.00	0.00	3,222.63	-3,222.63	0.00 %
001-8080-552500	Uniforms	1,500.00	1,500.00	24.36	1,071.91	428.09	28.54 %
001-8080-552700	Recreation Operating Supplies	7,500.00	7,500.00	496.61	8,456.47	-956.47	-12.75 %
001-8080-552702	Parks Operating Supplies	6,000.00	6,000.00	0.00	636.45	5,363.55	89.39 %
001-8080-554100	Dues & Memberships	975.00	975.00	0.00	780.00	195.00	20.00 %
001-8080-554200	Subscript. & Publications	0.00	0.00	33.98	1,003.99	-1,003.99	0.00 %
001-8080-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	215.00	-215.00	0.00 %
001-8080-564000	Machinery & Equipment	35,000.00	35,000.00	0.00	34,972.50	27.50	0.08 %
001-8080-591009	Pay to Parks Imp. Fees Reserves	310.00	310.00	0.00	0.00	310.00	100.00 %
Department : 8080 - Rec. - Admin. & Parks Total:		447,578.00	447,578.00	28,270.62	432,591.67	14,986.33	3.35 %
Department : 8081 - Rec. - Buildings & Structures							
001-8081-512000	Regular Salaries	28,330.00	28,330.00	2,151.96	13,540.88	14,789.12	52.20 %
001-8081-512005	Appreciation & 24 Hr.	136.00	136.00	0.00	0.00	136.00	100.00 %
001-8081-513000	Special Detail	0.00	0.00	451.00	3,080.00	-3,080.00	0.00 %
001-8081-514000	Overtime Salaries	409.00	409.00	61.29	449.46	-40.46	-9.89 %
001-8081-521000	Taxes-FICA	2,209.00	2,209.00	199.78	1,289.73	919.27	41.61 %
001-8081-522000	Retirement Contribution	1,700.00	1,700.00	141.87	902.72	797.28	46.90 %
001-8081-522500	457 Match	850.00	850.00	15.77	66.93	783.07	92.13 %
001-8081-523000	Insurance-Health	9,399.00	9,399.00	902.58	3,604.39	5,794.61	61.65 %
001-8081-523001	Insurance - Dental	471.00	471.00	134.73	269.95	201.05	42.69 %
001-8081-523002	Insurance - Life	222.00	222.00	44.96	61.57	160.43	72.27 %
001-8081-523003	Insurance - AD & D	21.00	21.00	4.15	5.68	15.32	72.95 %
001-8081-524000	Worker's Compensation	1,021.00	1,021.00	0.00	536.00	485.00	47.50 %
001-8081-526000	Long Term Disability Ins.	156.00	156.00	31.39	43.04	112.96	72.41 %
001-8081-534000	Other Contractual Serv	1,000.00	1,000.00	0.00	254.50	745.50	74.55 %
001-8081-541000	Cell and Landline Phone	3,800.00	3,800.00	174.39	1,886.36	1,913.64	50.36 %
001-8081-543000	Utilities	14,000.00	14,000.00	1,480.59	15,787.45	-1,787.45	-12.77 %
001-8081-544100	Rental & Lease - Equip.	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
001-8081-545000	Insurance	41,580.00	41,580.00	4,181.00	45,876.00	-4,296.00	-10.33 %
001-8081-546000	Maintenance - Grounds	1,000.00	1,000.00	0.00	2,037.43	-1,037.43	-103.74 %
001-8081-546100	Maintenance - Buildings	10,000.00	10,000.00	170.12	7,297.07	2,702.93	27.03 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-8081-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	3,301.69	-1,301.69	-65.08 %
001-8081-546500	Maint. - Vehicles	500.00	500.00	0.00	0.00	500.00	100.00 %
001-8081-552100	Fuel	500.00	500.00	0.00	0.00	500.00	100.00 %
001-8081-552400	Janitorial Supplies	12,000.00	12,000.00	175.90	5,500.57	6,499.43	54.16 %
001-8081-552500	Uniforms	600.00	600.00	18.75	168.75	431.25	71.88 %
001-8081-552700	Operating Supplies	3,000.00	3,000.00	228.68	1,590.09	1,409.91	47.00 %
001-8081-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	4,805.71	-4,805.71	0.00 %
001-8081-563004	Park Project	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
001-8081-563010	Youth Center Project	6,000.00	6,000.00	0.00	5,929.00	71.00	1.18 %
001-8081-563012	Park Rehab Project	30,000.00	30,000.00	0.00	26,088.61	3,911.39	13.04 %
001-8081-564000	Machinery & Equipment	0.00	0.00	0.00	1,334.00	-1,334.00	0.00 %
001-8081-591003	Rec Facility Improvement Reserves	7,630.00	7,630.00	0.00	0.00	7,630.00	100.00 %
Department : 8081 - Rec. - Buildings & Structures Total:		281,534.00	281,534.00	10,568.91	145,707.58	135,826.42	48.25 %
Department : 8082 - Sugarland Sports Complex							
001-8082-512000	Regular Salaries	91,645.00	91,645.00	2,179.20	52,267.10	39,377.90	42.97 %
001-8082-512005	Appreciation & 24 Hr.	1,801.00	1,801.00	0.00	0.00	1,801.00	100.00 %
001-8082-514000	Overtime Salaries	1,057.00	1,057.00	0.00	990.86	66.14	6.26 %
001-8082-521000	Taxes-FICA	7,229.00	7,229.00	164.46	4,046.85	3,182.15	44.02 %
001-8082-522000	Retirement Contribution	5,499.00	5,499.00	130.76	2,647.94	2,851.06	51.85 %
001-8082-522500	457 Match	2,749.00	2,749.00	43.58	760.02	1,988.98	72.35 %
001-8082-523000	Insurance-Health	35,979.00	35,979.00	822.38	13,811.63	22,167.37	61.61 %
001-8082-523001	Insurance - Dental	1,413.00	1,413.00	86.74	697.64	715.36	50.63 %
001-8082-523002	Insurance - Life	718.00	718.00	40.96	387.17	330.83	46.08 %
001-8082-523003	Insurance - AD & D	66.00	66.00	3.78	35.73	30.27	45.86 %
001-8082-524000	Worker's Compensation	3,393.00	3,393.00	0.00	1,821.00	1,572.00	46.33 %
001-8082-526000	Long Term Disability Ins.	504.00	504.00	28.60	284.40	219.60	43.57 %
001-8082-531500	Other Professional Serv	6,249.00	6,249.00	522.56	5,223.85	1,025.15	16.41 %
001-8082-534000	Other Contractual Serv	0.00	0.00	14,768.64	72,282.78	-72,282.78	0.00 %
001-8082-540000	Travel & Per Diem	250.00	250.00	0.00	0.00	250.00	100.00 %
001-8082-540500	Registration/Trng Fees	250.00	250.00	0.00	0.00	250.00	100.00 %
001-8082-541000	Cell and Landline Phone	925.00	925.00	43.75	830.77	94.23	10.19 %
001-8082-542500	Safety	100.00	100.00	0.00	307.09	-207.09	-207.09 %
001-8082-543000	Utilities	45,000.00	45,000.00	1,819.18	32,370.52	12,629.48	28.07 %
001-8082-545000	Insurance	12,734.00	12,734.00	1,280.00	14,046.00	-1,312.00	-10.30 %
001-8082-546000	Maintenance - Grounds	35,000.00	35,000.00	77.23	42,327.24	-7,327.24	-20.93 %
001-8082-546100	Maintenance - Buildings	5,000.00	5,000.00	171.66	6,244.60	-1,244.60	-24.89 %
001-8082-546200	Maint.-Mach. & Equip.	17,500.00	17,500.00	1,046.05	10,668.56	6,831.44	39.04 %
001-8082-546500	Maint. - Vehicles	0.00	0.00	8.17	8.17	-8.17	0.00 %
001-8082-552100	Fuel	5,500.00	5,500.00	1,330.49	6,543.61	-1,043.61	-18.97 %
001-8082-552300	Chemicals	25,100.00	25,100.00	194.00	17,278.84	7,821.16	31.16 %
001-8082-552400	Janitorial Supplies	1,500.00	1,500.00	65.66	1,449.39	50.61	3.37 %
001-8082-552500	Uniforms	1,900.00	1,900.00	-99.80	496.81	1,403.19	73.85 %
001-8082-552700	Operating Supplies	5,300.00	5,300.00	152.51	5,804.12	-504.12	-9.51 %
001-8082-563000	Improvements O/T Bldgs.	20,000.00	20,000.00	0.00	11,000.00	9,000.00	45.00 %
Department : 8082 - Sugarland Sports Complex Total:		334,361.00	334,361.00	24,880.56	304,632.69	29,728.31	8.89 %
Department : 8083 - C. S. Mott Pool & Splash Pad							
001-8083-512500	Lifeguard	36,277.00	36,277.00	0.00	41,188.04	-4,911.04	-13.54 %
001-8083-514000	Overtime Salaries	0.00	0.00	0.00	1,375.50	-1,375.50	0.00 %
001-8083-521000	Taxes-FICA	2,775.00	2,775.00	0.00	3,256.11	-481.11	-17.34 %
001-8083-524000	Worker's Compensation	2,529.00	2,529.00	0.00	1,266.00	1,263.00	49.94 %
001-8083-534000	Other Contractual Serv	5,500.00	5,500.00	0.00	3,992.38	1,507.62	27.41 %
001-8083-534600	Snacks/Soft Drinks	500.00	500.00	0.00	0.00	500.00	100.00 %
001-8083-543000	Utilities	30,000.00	30,000.00	9,831.25	17,422.37	12,577.63	41.93 %
001-8083-545000	Insurance	1,505.00	1,505.00	0.00	877.00	628.00	41.73 %
001-8083-546100	Maintenance - Buildings	11,000.00	11,000.00	55.87	6,643.88	4,356.12	39.60 %
001-8083-546200	Maint.-Mach. & Equip.	3,000.00	3,000.00	0.00	3,345.23	-345.23	-11.51 %
001-8083-552300	Chemicals	15,000.00	15,000.00	1,532.82	12,917.84	2,082.16	13.88 %
001-8083-552400	Janitorial Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-8083-552500	Uniforms	1,000.00	1,000.00	0.00	890.78	109.22	10.92 %
001-8083-552700	Operating Supplies	4,500.00	4,500.00	82.75	1,804.54	2,695.46	59.90 %
001-8083-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	2,715.00	-2,715.00	0.00 %
Department : 8083 - C. S. Mott Pool & Splash Pad Total:		114,586.00	114,586.00	11,502.69	97,694.67	16,891.33	14.74 %
Department : 8084 - John Boy Auditorium							
001-8084-513000	Special Detail	17,745.00	17,745.00	0.00	11,920.50	5,824.50	32.82 %
001-8084-521000	Taxes - FICA	1,358.00	1,358.00	0.00	903.00	455.00	33.51 %
001-8084-522000	Retirement Contribution	0.00	0.00	0.00	510.87	-510.87	0.00 %
001-8084-522500	457 Match	0.00	0.00	0.00	164.33	-164.33	0.00 %
001-8084-523000	Insurance-Health	0.00	0.00	0.00	2,482.51	-2,482.51	0.00 %
001-8084-523001	Insurance - Dental	0.00	0.00	0.00	124.24	-124.24	0.00 %
001-8084-523002	Insurance - Life	0.00	0.00	0.00	7.65	-7.65	0.00 %
001-8084-523003	Insurance - AD & D	0.00	0.00	0.00	0.69	-0.69	0.00 %
001-8084-524000	Worker's Compensation	648.00	648.00	0.00	350.00	298.00	45.99 %
001-8084-526000	Long Term Disability Ins.	0.00	0.00	0.00	5.34	-5.34	0.00 %
001-8084-534000	Other Contractual Serv	18,000.00	18,000.00	3,520.00	8,803.68	9,196.32	51.09 %
001-8084-541000	Cell and Landline Phone	3,500.00	3,500.00	267.24	3,746.02	-246.02	-7.03 %
001-8084-543000	Utilities	40,000.00	40,000.00	3,547.91	31,661.98	8,338.02	20.85 %
001-8084-544100	Rental & Lease - Equip.	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
001-8084-545000	Insurance	26,041.00	26,041.00	2,618.00	28,728.00	-2,687.00	-10.32 %
001-8084-546000	Maintenance - Grounds	9,000.00	9,000.00	0.00	2,122.40	6,877.60	76.42 %
001-8084-546100	Maintenance - Buildings	12,000.00	12,000.00	52.00	11,667.21	332.79	2.77 %
001-8084-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	0.00	88.04	4,911.96	98.24 %
001-8084-552400	Janitorial Supplies	4,000.00	4,000.00	225.58	3,155.45	844.55	21.11 %
001-8084-552700	Operating Supplies	5,000.00	5,000.00	219.88	700.49	4,299.51	85.99 %
Department : 8084 - John Boy Auditorium Total:		146,792.00	146,792.00	10,450.61	107,142.40	39,649.60	27.01 %
Department : 8086 - Rec. - Golf Course							
001-8086-512000	Regular Salaries	333,324.00	333,324.00	14,144.00	218,136.10	115,187.90	34.56 %
001-8086-512005	Appreciation & 24 Hr.	4,641.00	4,641.00	0.00	0.00	4,641.00	100.00 %
001-8086-514000	Overtime Salaries	8,457.00	8,457.00	1,084.23	17,210.59	-8,753.59	-103.51 %
001-8086-521000	Taxes-FICA	26,501.00	26,501.00	1,096.28	17,233.58	9,267.42	34.97 %
001-8086-522000	Retirement Contribution	18,256.00	18,256.00	848.66	11,411.98	6,844.02	37.49 %
001-8086-522500	457 Match	9,128.00	9,128.00	99.72	1,263.78	7,864.22	86.15 %
001-8086-523000	Insurance-Health	87,598.00	87,598.00	3,552.68	43,472.73	44,125.27	50.37 %
001-8086-523001	Insurance - Dental	3,768.00	3,768.00	481.46	2,341.47	1,426.53	37.86 %
001-8086-523002	Insurance - Life	2,324.00	2,324.00	315.36	1,737.77	586.23	25.23 %
001-8086-523003	Insurance - AD & D	215.00	215.00	23.94	155.22	59.78	27.80 %
001-8086-524000	Worker's Compensation	6,269.00	6,269.00	0.00	3,376.00	2,893.00	46.15 %
001-8086-526000	Long Term Disability Ins.	1,673.00	1,673.00	192.33	1,236.43	436.57	26.10 %
001-8086-531500	Golf-Other Professional Services	18,750.00	18,750.00	1,562.44	17,711.15	1,038.85	5.54 %
001-8086-534000	Other Contractual Serv	12,000.00	12,000.00	14,897.29	166,399.06	-154,399.06	-1,286.66 %
001-8086-534500	Inventory Purchases	48,000.00	48,000.00	8,906.77	27,096.96	20,903.04	43.55 %
001-8086-534600	Snacks/Soft Drinks	13,750.00	13,750.00	622.61	10,744.56	3,005.44	21.86 %
001-8086-534700	G/C Beer	9,350.00	9,350.00	652.35	9,184.85	165.15	1.77 %
001-8086-540500	Registration/Trng Fees	300.00	300.00	0.00	0.00	300.00	100.00 %
001-8086-541000	Cell and Landline Phone	4,770.00	4,770.00	428.61	4,735.75	34.25	0.72 %
001-8086-543000	Utilities	46,000.00	46,000.00	2,737.85	31,597.19	14,402.81	31.31 %
001-8086-544100	Rental & Lease - Equip.	0.00	0.00	0.00	20,367.86	-20,367.86	0.00 %
001-8086-545000	Insurance	46,542.00	46,542.00	4,680.00	51,354.00	-4,812.00	-10.34 %
001-8086-546000	Maintenance - Grounds	50,000.00	50,000.00	1,772.12	50,351.58	-351.58	-0.70 %
001-8086-546100	Maintenance - Buildings	8,960.00	8,960.00	257.99	2,649.72	6,310.28	70.43 %
001-8086-546200	Maint.-Mach. & Equip.	25,000.00	25,000.00	6,424.60	61,270.85	-36,270.85	-145.08 %
001-8086-546500	Maint. - Vehicles	500.00	500.00	0.00	904.59	-404.59	-80.92 %
001-8086-546600	Maint. - Golf Carts	9,000.00	9,000.00	9,141.18	69,141.67	-60,141.67	-668.24 %
001-8086-548000	Promotional Activities	6,140.00	6,140.00	0.00	1,523.00	4,617.00	75.20 %
001-8086-549000	Drainage Taxes	6,000.00	6,000.00	0.00	5,637.43	362.57	6.04 %
001-8086-552100	Fuel	25,000.00	25,000.00	2,791.97	26,314.80	-1,314.80	-5.26 %
001-8086-552300	Chemicals	93,000.00	93,000.00	1,775.54	99,122.76	-6,122.76	-6.58 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-8086-552400	Janitorial Supplies	5,500.00	5,500.00	85.45	3,934.75	1,565.25	28.46 %
001-8086-552500	Uniforms	3,000.00	3,000.00	0.00	326.19	2,673.81	89.13 %
001-8086-552700	Operating Supplies	13,000.00	13,000.00	380.41	9,034.24	3,965.76	30.51 %
001-8086-552701	Program Supplies	6,400.00	6,400.00	0.00	286.91	6,113.09	95.52 %
001-8086-554100	Dues & Memberships	850.00	850.00	0.00	778.00	72.00	8.47 %
001-8086-563000	Improvements O/T Bldgs.	1,379,000.00	1,379,000.00	0.00	1,398,175.75	-19,175.75	-1.39 %
001-8086-564000	Machinery & Equipment	62,000.00	62,000.00	0.00	31,455.00	30,545.00	49.27 %
001-8086-571000	Principal	105,358.00	105,358.00	0.00	58,999.72	46,358.28	44.00 %
001-8086-572000	Interest Expense	12,695.00	12,695.00	0.00	1,462.02	11,232.98	88.48 %
001-8086-591002	Pay to Golf Capital Reserves	21,765.00	21,765.00	0.00	0.00	21,765.00	100.00 %
001-8086-592000	Contingent Expenses	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
Department : 8086 - Rec. - Golf Course Total:		2,544,284.00	2,544,284.00	78,955.84	2,478,136.01	66,147.99	2.60 %
Fund: 001 - GENERAL FUND Total:		16,503,334.00	17,726,009.00	1,173,441.60	13,515,316.85	4,210,692.15	23.75 %

Fund: 120 - GRANTS

Department : 6061 - Library State Aide

120-6061-512000	Regular Salaries	14,701.00	14,701.00	1,130.86	15,033.36	-332.36	-2.26 %
120-6061-512005	Appreciation & 24 Hr.	257.00	257.00	0.00	0.00	257.00	100.00 %
120-6061-521000	Taxes-FICA	1,144.00	1,144.00	82.42	1,102.72	41.28	3.61 %
120-6061-522000	Retirement Contribution	882.00	882.00	67.84	882.09	-0.09	-0.01 %
120-6061-522001	Frozen Defined Benefit	2,411.00	2,411.00	0.00	1,091.00	1,320.00	54.75 %
120-6061-522500	457 Match	441.00	441.00	33.94	441.17	-0.17	-0.04 %
120-6061-523000	Insurance-Health	3,760.00	3,760.00	328.96	3,775.00	-15.00	-0.40 %
120-6061-523001	Insurance - Dental	188.00	188.00	101.79	274.17	-86.17	-45.84 %
120-6061-523002	Insurance - Life	117.00	117.00	95.42	212.16	-95.16	-81.33 %
120-6061-523003	Insurance - AD & D	11.00	11.00	3.23	13.93	-2.93	-26.64 %
120-6061-524000	Worker's Compensation	23.00	23.00	0.00	13.00	10.00	43.48 %
120-6061-526000	Long Term Disability Ins.	81.00	81.00	24.53	106.28	-25.28	-31.21 %
120-6061-537700	001 Admin. Charges	15,636.00	15,636.00	0.00	15,070.00	566.00	3.62 %
120-6061-540000	Travel & Per Diem	2,500.00	2,500.00	0.00	2,952.66	-452.66	-18.11 %
120-6061-540500	Registration/Trng Fees	600.00	600.00	0.00	120.00	480.00	80.00 %
120-6061-541000	Cell and Landline Phone	2,800.00	2,800.00	281.35	5,650.86	-2,850.86	-101.82 %
120-6061-542000	Postage & Freight	0.00	0.00	132.29	1,096.01	-1,096.01	0.00 %
120-6061-544100	Rental & Lease - Equip.	3,648.00	3,648.00	149.00	4,121.15	-473.15	-12.97 %
120-6061-546200	Maint.-Mach. & Equip.	10,327.00	10,327.00	0.00	6,000.00	4,327.00	41.90 %
120-6061-552700	Operating Supplies	8,500.00	8,500.00	2,480.98	12,445.57	-3,945.57	-46.42 %
120-6061-554100	Dues & Memberships	250.00	250.00	0.00	408.43	-158.43	-63.37 %
120-6061-554200	Subscript. & Publications	1,000.00	1,000.00	1,896.30	1,896.30	-896.30	-89.63 %
120-6061-557100	Dist. State Lib Funds-Harlem	115,409.00	115,409.00	2,603.71	22,299.25	93,109.75	80.68 %
120-6061-557200	Dist. State Lib Funds-Barron	81,909.00	81,909.00	18,997.41	32,645.28	49,263.72	60.14 %
120-6061-566000	Publications/Materials	5,000.00	5,000.00	1,072.21	3,212.30	1,787.70	35.75 %
120-6061-592000	Contingent Expenses	17,743.00	17,743.00	0.00	5,283.54	12,459.46	70.22 %
Department : 6061 - Library State Aide Total:		289,338.00	289,338.00	29,482.24	136,146.23	153,191.77	52.95 %
Fund: 120 - GRANTS Total:		289,338.00	289,338.00	29,482.24	136,146.23	153,191.77	52.95 %

Fund: 410 - ELECTRIC FUND

Department : 2009 - Electric Transmission

410-2009-512000	Regular Salaries	38,170.00	38,170.00	2,707.22	36,051.55	2,118.45	5.55 %
410-2009-512005	Appreciation & 24 Hr.	544.00	544.00	0.00	0.00	544.00	100.00 %
410-2009-514000	Overtime Salaries	5,433.00	5,433.00	542.48	5,584.27	-151.27	-2.78 %
410-2009-521000	Taxes-FICA	3,377.00	3,377.00	239.36	3,069.16	307.84	9.12 %
410-2009-522000	Retirement Contribution	2,153.00	2,153.00	153.22	1,885.12	267.88	12.44 %
410-2009-522500	457 Match	1,076.00	1,076.00	70.26	899.34	176.66	16.42 %
410-2009-523000	Insurance-Health	7,975.00	7,975.00	570.81	6,667.56	1,307.44	16.39 %
410-2009-523001	Insurance - Dental	288.00	288.00	20.25	233.52	54.48	18.92 %
410-2009-523002	Insurance - Life	293.00	293.00	21.97	270.15	22.85	7.80 %
410-2009-523003	Insurance - AD & D	27.00	27.00	2.06	24.92	2.08	7.70 %
410-2009-524000	Worker's Compensation	648.00	648.00	0.00	351.00	297.00	45.83 %
410-2009-526000	Long Term Disability Ins.	197.00	197.00	15.96	191.10	5.90	2.99 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
410-2009-541000	Cell and Landline Phone	750.00	750.00	0.00	0.36	749.64	99.95 %
410-2009-545000	Insurance	7,049.00	7,049.00	708.00	7,770.00	-721.00	-10.23 %
410-2009-546100	Maintenance - Buildings	0.00	0.00	0.00	6.33	-6.33	0.00 %
410-2009-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	178.13	321.87	64.37 %
410-2009-552500	Uniforms	500.00	500.00	0.00	248.73	251.27	50.25 %
410-2009-552700	Operating Supplies	650.00	650.00	0.00	0.00	650.00	100.00 %
410-2009-559200	Maint. - Transmission Lines	60,000.00	60,000.00	0.00	55,200.00	4,800.00	8.00 %
410-2009-563800	West Transmission Line Rebuild	165,200.00	165,200.00	0.00	0.00	165,200.00	100.00 %
Department : 2009 - Electric Transmission Total:		294,830.00	294,830.00	5,051.59	118,631.24	176,198.76	59.76 %
Department : 2010 - Electric Distribution							
410-2010-512000	Regular Salaries	343,527.00	343,527.00	24,365.21	324,465.09	19,061.91	5.55 %
410-2010-512005	Appreciation & 24 Hr.	4,895.00	4,895.00	0.00	0.00	4,895.00	100.00 %
410-2010-514000	Overtime Salaries	43,467.00	43,467.00	4,882.17	50,257.63	-6,790.63	-15.62 %
410-2010-521000	Taxes-FICA	29,980.00	29,980.00	2,153.27	27,615.31	2,364.69	7.89 %
410-2010-522000	Retirement Contribution	19,374.00	19,374.00	1,378.51	16,964.02	2,409.98	12.44 %
410-2010-522500	457 Match	9,687.00	9,687.00	632.33	8,092.60	1,594.40	16.46 %
410-2010-523000	Insurance-Health	71,770.00	71,770.00	5,137.00	60,004.38	11,765.62	16.39 %
410-2010-523001	Insurance - Dental	2,544.00	2,544.00	600.74	2,519.09	24.91	0.98 %
410-2010-523002	Insurance - Life	2,531.00	2,531.00	565.90	2,799.77	-268.77	-10.62 %
410-2010-523003	Insurance - AD & D	234.00	234.00	40.96	247.21	-13.21	-5.65 %
410-2010-524000	Worker's Compensation	5,753.00	5,753.00	0.00	3,113.00	2,640.00	45.89 %
410-2010-526000	Long Term Disability Ins.	1,776.00	1,776.00	321.51	1,898.33	-122.33	-6.89 %
410-2010-531200	Engineering Services	15,000.00	15,000.00	0.00	2,209.13	12,790.87	85.27 %
410-2010-534000	Other Contractual Serv	200,000.00	200,000.00	22,340.70	285,867.99	-85,867.99	-42.93 %
410-2010-540000	Travel & Per Diem	4,500.00	4,500.00	0.00	4,091.08	408.92	9.09 %
410-2010-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	3,380.50	1,619.50	32.39 %
410-2010-541000	Cell and Landline Phone	5,500.00	5,500.00	359.37	4,360.10	1,139.90	20.73 %
410-2010-542500	Safety	2,700.00	2,700.00	750.03	2,589.73	110.27	4.08 %
410-2010-543000	Utilities	10,000.00	10,000.00	1,723.94	14,182.58	-4,182.58	-41.83 %
410-2010-545000	Insurance	63,468.00	63,468.00	6,381.00	70,020.00	-6,552.00	-10.32 %
410-2010-546100	Maintenance - Buildings	10,000.00	10,000.00	2,647.49	18,953.98	-8,953.98	-89.54 %
410-2010-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	624.00	25,512.80	-15,512.80	-155.13 %
410-2010-546500	Maint. - Vehicles	35,000.00	35,000.00	85.93	29,996.40	5,003.60	14.30 %
410-2010-552100	Fuel	35,000.00	35,000.00	1,443.90	21,646.64	13,353.36	38.15 %
410-2010-552500	Uniforms	5,000.00	5,000.00	70.49	2,946.33	2,053.67	41.07 %
410-2010-552700	Operating Supplies	20,000.00	20,000.00	681.88	20,346.93	-346.93	-1.73 %
410-2010-559100	Maint. - Substation	75,000.00	75,000.00	0.00	67,126.80	7,873.20	10.50 %
410-2010-559300	Maint.-Overhead Lines	15,000.00	15,000.00	0.00	123,589.47	-108,589.47	-723.93 %
410-2010-559400	Maint.-Underground Lines	15,000.00	15,000.00	0.00	4,162.20	10,837.80	72.25 %
410-2010-559500	Maint.-Line Transformers	125,000.00	125,000.00	0.00	1,259.16	123,740.84	98.99 %
410-2010-559600	Testing & Disposal-P	0.00	0.00	0.00	365.02	-365.02	0.00 %
410-2010-559700	Maint. - Meters	5,000.00	5,000.00	0.00	9,975.00	-4,975.00	-99.50 %
410-2010-563000	Improvements O/T Bldgs.	12,000.00	12,000.00	0.00	9,686.73	2,313.27	19.28 %
410-2010-563100	Poles, Towers & Fxt	460,250.00	460,250.00	0.00	0.00	460,250.00	100.00 %
410-2010-563200	Overhead Lines/Devic	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
410-2010-563300	Underground Lines/De	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
410-2010-563400	Line Transformers	100,000.00	100,000.00	0.00	8,966.51	91,033.49	91.03 %
410-2010-563700	Substation	225,000.00	225,000.00	0.00	1,644.81	223,355.19	99.27 %
410-2010-564000	Machinery & Equipment	277,000.00	277,000.00	0.00	280,719.34	-3,719.34	-1.34 %
Department : 2010 - Electric Distribution Total:		2,325,956.00	2,325,956.00	77,186.33	1,511,575.66	814,380.34	35.01 %
Department : 2015 - Purchasing / Warehouse							
410-2015-512000	Regular Salaries	34,986.00	34,986.00	2,691.20	35,349.87	-363.87	-1.04 %
410-2015-512005	Appreciation & 24 Hr.	621.00	621.00	0.00	0.00	621.00	100.00 %
410-2015-514000	Overtime Salaries	252.00	252.00	0.00	0.00	252.00	100.00 %
410-2015-521000	Taxes-FICA	2,743.00	2,743.00	200.44	2,640.97	102.03	3.72 %
410-2015-522000	Retirement Contribution	2,099.00	2,099.00	161.48	2,094.98	4.02	0.19 %
410-2015-522500	457 Match	1,050.00	1,050.00	80.74	1,047.49	2.51	0.24 %
410-2015-523000	Insurance-Health	9,399.00	9,399.00	822.38	9,417.13	-18.13	-0.19 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
410-2015-523001	Insurance - Dental	471.00	471.00	40.38	470.55	0.45	0.10 %
410-2015-523002	Insurance - Life	273.00	273.00	23.73	298.68	-25.68	-9.41 %
410-2015-523003	Insurance - AD & D	25.00	25.00	2.19	27.57	-2.57	-10.28 %
410-2015-524000	Worker's Compensation	524.00	524.00	0.00	284.00	240.00	45.80 %
410-2015-526000	Long Term Disability Ins.	192.00	192.00	16.67	210.53	-18.53	-9.65 %
410-2015-534000	Other Contractual Serv	4,200.00	4,200.00	0.00	8,062.00	-3,862.00	-91.95 %
410-2015-540500	Registration/Trng Fees	0.00	0.00	0.00	285.00	-285.00	0.00 %
410-2015-541000	Cell and Landline Phone	1,100.00	1,100.00	278.24	842.54	257.46	23.41 %
410-2015-542500	Safety	50.00	50.00	0.00	0.00	50.00	100.00 %
410-2015-543000	Utilities	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
410-2015-545000	Insurance	1,534.00	1,534.00	154.00	1,692.00	-158.00	-10.30 %
410-2015-546100	Maintenance - Buildings	1,000.00	1,000.00	2,619.34	18,371.59	-17,371.59	-1,737.16 %
410-2015-546200	Maint.-Mach. & Equip.	14,025.00	14,025.00	0.00	8,612.87	5,412.13	38.59 %
410-2015-546500	Maint. - Vehicles	0.00	0.00	0.00	474.60	-474.60	0.00 %
410-2015-552100	Fuel	400.00	400.00	0.00	39.45	360.55	90.14 %
410-2015-552500	Uniforms	300.00	300.00	0.00	180.75	119.25	39.75 %
410-2015-552700	Operating Supplies	3,000.00	3,000.00	224.02	2,345.91	654.09	21.80 %
410-2015-563000	Improvements O/T Bldgs.	36,500.00	36,500.00	0.00	1,974.00	34,526.00	94.59 %
410-2015-564000	Machinery & Equipment	35,000.00	35,000.00	0.00	43,927.75	-8,927.75	-25.51 %
Department : 2015 - Purchasing / Warehouse Total:		155,744.00	155,744.00	7,314.81	138,650.23	17,093.77	10.98 %
Department : 2025 - Electric Meter Reading							
410-2025-512000	Regular Salaries	33,696.00	33,696.00	2,592.00	33,831.35	-135.35	-0.40 %
410-2025-512005	Appreciation & 24 Hr.	606.00	606.00	0.00	0.00	606.00	100.00 %
410-2025-514000	Overtime Salaries	778.00	778.00	0.00	0.00	778.00	100.00 %
410-2025-521000	Taxes-FICA	2,684.00	2,684.00	198.40	2,589.55	94.45	3.52 %
410-2025-522000	Retirement Contribution	2,022.00	2,022.00	155.52	2,021.76	0.24	0.01 %
410-2025-522500	457 Match	1,011.00	1,011.00	20.00	260.00	751.00	74.28 %
410-2025-523000	Insurance-Health	9,399.00	9,399.00	822.38	9,437.80	-38.80	-0.41 %
410-2025-523001	Insurance - Dental	471.00	471.00	80.76	511.96	-40.96	-8.70 %
410-2025-523002	Insurance - Life	265.00	265.00	46.16	313.31	-48.31	-18.23 %
410-2025-523003	Insurance - AD & D	24.00	24.00	4.26	28.92	-4.92	-20.50 %
410-2025-524000	Worker's Compensation	512.00	512.00	0.00	277.00	235.00	45.90 %
410-2025-526000	Long Term Disability Ins.	185.00	185.00	32.12	218.71	-33.71	-18.22 %
410-2025-531500	Other Professional Serv	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
410-2025-534000	Other Contractual Serv	38,500.00	38,500.00	0.00	0.00	38,500.00	100.00 %
410-2025-541000	Cell and Landline Phone	0.00	0.00	190.92	1,645.04	-1,645.04	0.00 %
410-2025-542500	Safety	100.00	100.00	0.00	0.00	100.00	100.00 %
410-2025-545000	Insurance	4,810.00	4,810.00	484.00	5,310.00	-500.00	-10.40 %
410-2025-546200	Maint.-Mach. & Equip.	6,000.00	6,000.00	0.00	5,368.80	631.20	10.52 %
410-2025-546500	Maint. - Vehicles	2,500.00	2,500.00	0.00	21.64	2,478.36	99.13 %
410-2025-552100	Fuel	950.00	950.00	118.11	1,579.47	-629.47	-66.26 %
410-2025-552500	Uniforms	400.00	400.00	0.00	0.00	400.00	100.00 %
410-2025-552700	Operating Supplies	1,500.00	1,500.00	81.67	1,880.26	-380.26	-25.35 %
410-2025-563011	AMI Project	0.00	0.00	4,365.50	701,582.39	-701,582.39	0.00 %
410-2025-563600	Meters	0.00	0.00	1,822.00	3,571.70	-3,571.70	0.00 %
410-2025-564000	Machinery & Equipment	0.00	0.00	0.00	1,299.72	-1,299.72	0.00 %
Department : 2025 - Electric Meter Reading Total:		110,413.00	110,413.00	11,013.80	771,749.38	-661,336.38	-598.97 %
Department : 2030 - Customer Records							
410-2030-512000	Regular Salaries	337,022.00	337,022.00	26,325.38	344,951.71	-7,929.71	-2.35 %
410-2030-512005	Appreciation & 24 Hr.	4,203.00	4,203.00	0.00	0.00	4,203.00	100.00 %
410-2030-514000	Overtime Salaries	480.00	480.00	0.00	197.40	282.60	58.88 %
410-2030-521000	Taxes-FICA	26,140.00	26,140.00	2,016.47	26,455.37	-315.37	-1.21 %
410-2030-522000	Retirement Contribution	20,221.00	20,221.00	1,579.52	20,427.33	-206.33	-1.02 %
410-2030-522001	Frozen Defined Benefit	53,050.00	53,050.00	0.00	24,006.00	29,044.00	54.75 %
410-2030-522500	457 Match	10,111.00	10,111.00	789.78	9,725.38	385.62	3.81 %
410-2030-523000	Insurance-Health	46,995.00	46,995.00	3,054.58	35,211.70	11,783.30	25.07 %
410-2030-523001	Insurance - Dental	2,355.00	2,355.00	335.42	1,944.95	410.05	17.41 %
410-2030-523002	Insurance - Life	2,293.00	2,293.00	396.67	2,706.53	-413.53	-18.03 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
410-2030-523003	Insurance - AD & D	212.00	212.00	36.62	258.20	-46.20	-21.79 %
410-2030-524000	Worker's Compensation	529.00	529.00	0.00	281.00	248.00	46.88 %
410-2030-526000	Long Term Disability Ins.	1,854.00	1,854.00	304.72	2,151.47	-297.47	-16.04 %
410-2030-531500	Other Professional Serv	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
410-2030-532000	Accounting & Auditing	25,900.00	25,900.00	0.00	25,900.00	0.00	0.00 %
410-2030-534000	Other Contractual Serv	70,000.00	70,000.00	46,131.77	66,726.42	3,273.58	4.68 %
410-2030-537700	001 Admin. Charges	130,606.00	130,606.00	10,884.00	130,606.00	0.00	0.00 %
410-2030-538000	Purchase For Resale	7,514,000.00	7,514,000.00	666,034.53	6,454,389.93	1,059,610.07	14.10 %
410-2030-538200	FMPA Costs	749,938.00	749,938.00	51,668.17	707,873.23	42,064.77	5.61 %
410-2030-540000	Travel & Per Diem	5,000.00	5,000.00	0.00	3,458.69	1,541.31	30.83 %
410-2030-540001	Vehicle Allowance	4,450.00	4,450.00	380.00	4,560.00	-110.00	-2.47 %
410-2030-540500	Registration/Trng Fees	3,000.00	3,000.00	0.00	2,340.00	660.00	22.00 %
410-2030-541000	Cell and Landline Phone	8,500.00	8,500.00	711.02	8,479.61	20.39	0.24 %
410-2030-542000	Postage & Freight	28,000.00	28,000.00	35.48	30,640.92	-2,640.92	-9.43 %
410-2030-543000	Utilities	1,500.00	1,500.00	60.27	849.37	650.63	43.38 %
410-2030-544100	Rental & Lease - Equip.	3,000.00	3,000.00	0.00	2,080.24	919.76	30.66 %
410-2030-545000	Insurance	6,212.00	6,212.00	625.00	6,858.00	-646.00	-10.40 %
410-2030-546000	Maintenance - Grounds	500.00	500.00	0.00	0.00	500.00	100.00 %
410-2030-546100	Maintenance - Buildings	5,000.00	5,000.00	421.10	7,594.17	-2,594.17	-51.88 %
410-2030-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	285.97	3,353.64	1,646.36	32.93 %
410-2030-546500	Maint. - Vehicles	1,500.00	1,500.00	0.00	1,995.44	-495.44	-33.03 %
410-2030-548000	Promotional Activities	20,000.00	20,000.00	118.00	21,524.87	-1,524.87	-7.62 %
410-2030-552100	Fuel	6,500.00	6,500.00	483.63	5,046.35	1,453.65	22.36 %
410-2030-552700	Operating Supplies	50,000.00	50,000.00	13,745.53	120,606.25	-70,606.25	-141.21 %
410-2030-554100	Dues & Memberships	18,000.00	18,000.00	0.00	16,672.00	1,328.00	7.38 %
410-2030-563000	Improvements O/T Bldgs.	55,750.00	55,750.00	0.00	19,682.50	36,067.50	64.70 %
410-2030-564000	Machinery & Equipment	63,000.00	63,000.00	0.00	1,015.02	61,984.98	98.39 %
Department : 2030 - Customer Records Total:		9,285,821.00	9,285,821.00	826,423.63	8,110,569.69	1,175,251.31	12.66 %
Department : 2045 - Miscellaneous Expenses							
410-2045-511100	Telecommunications	50,000.00	50,000.00	0.00	31,695.76	18,304.24	36.61 %
410-2045-531500	Other Professional Serv	15,000.00	15,000.00	3,800.00	7,600.00	7,400.00	49.33 %
410-2045-537200	Bad Debts	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
410-2045-537300	Public Service Commission	1,500.00	1,500.00	0.00	1,211.74	288.26	19.22 %
410-2045-571000	Principal	81,449.00	81,449.00	41,265.88	122,714.83	-41,265.83	-50.66 %
410-2045-572000	Interest Expense	21,422.00	21,422.00	10,078.55	31,938.30	-10,516.30	-49.09 %
410-2045-591000	Transfer To Other Funds	1,084,027.00	1,084,027.00	0.00	993,691.00	90,336.00	8.33 %
410-2045-592000	Contingent Expenses	7,216,446.00	7,216,446.00	0.00	0.00	7,216,446.00	100.00 %
Department : 2045 - Miscellaneous Expenses Total:		8,519,844.00	8,519,844.00	55,144.43	1,188,851.63	7,330,992.37	86.05 %
Fund: 410 - ELECTRIC FUND Total:		20,692,608.00	20,692,608.00	982,134.59	11,840,027.83	8,852,580.17	42.78 %
Fund: 420 - WATER/SEWER FUND							
Department : 3005 - Water Treatment Plant							
420-3005-512000	Regular Salaries	196,466.00	196,466.00	12,416.00	148,990.79	47,475.21	24.16 %
420-3005-512005	Appreciation & 24 Hr.	2,307.00	2,307.00	0.00	0.00	2,307.00	100.00 %
420-3005-514000	Overtime Salaries	19,149.00	19,149.00	3,633.33	46,570.77	-27,421.77	-143.20 %
420-3005-521000	Taxes-FICA	16,671.00	16,671.00	1,174.70	14,618.17	2,052.83	12.31 %
420-3005-522000	Retirement Contribution	11,788.00	11,788.00	744.96	8,185.88	3,602.12	30.56 %
420-3005-522500	457 Match	5,894.00	5,894.00	317.56	3,928.28	1,965.72	33.35 %
420-3005-523000	Insurance-Health	41,976.00	41,976.00	3,375.04	28,494.50	13,481.50	32.12 %
420-3005-523001	Insurance - Dental	1,649.00	1,649.00	207.88	1,227.08	421.92	25.59 %
420-3005-523002	Insurance - Life	1,541.00	1,541.00	131.96	1,172.51	368.49	23.91 %
420-3005-523003	Insurance - AD & D	142.00	142.00	16.53	112.57	29.43	20.73 %
420-3005-524000	Worker's Compensation	7,366.00	7,366.00	0.00	3,910.00	3,456.00	46.92 %
420-3005-526000	Long Term Disability Ins.	1,081.00	1,081.00	125.41	856.05	224.95	20.81 %
420-3005-531200	Engineering Services	20,000.00	20,000.00	0.00	4,419.50	15,580.50	77.90 %
420-3005-531500	Other Professional Serv	50,000.00	50,000.00	4,057.20	39,174.40	10,825.60	21.65 %
420-3005-534000	Other Contractual Serv	20,000.00	20,000.00	0.00	14,278.07	5,721.93	28.61 %
420-3005-540000	Travel & Per Diem	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
420-3005-540500	Registration/Trng Fees	500.00	500.00	0.00	228.00	272.00	54.40 %
420-3005-541000	Cell and Landline Phone	2,000.00	2,000.00	84.81	1,889.36	110.64	5.53 %
420-3005-543000	Utilities	400,000.00	400,000.00	29,825.77	325,824.73	74,175.27	18.54 %
420-3005-545000	Insurance	18,354.00	18,354.00	1,846.00	20,256.00	-1,902.00	-10.36 %
420-3005-546000	Maintenance - Grounds	500.00	500.00	0.00	155.40	344.60	68.92 %
420-3005-546100	Maintenance - Buildings	28,927.00	28,927.00	39.95	11,213.90	17,713.10	61.23 %
420-3005-546200	Maint.-Mach. & Equip.	60,000.00	60,000.00	1,800.48	63,192.27	-3,192.27	-5.32 %
420-3005-546500	Maint. - Vehicles	1,500.00	1,500.00	0.00	409.27	1,090.73	72.72 %
420-3005-546700	Main. & Repair - RO Water Plant	50,000.00	50,000.00	0.00	83,855.20	-33,855.20	-67.71 %
420-3005-552100	Fuel	7,000.00	7,000.00	93.21	6,571.83	428.17	6.12 %
420-3005-552300	Chemicals	120,000.00	120,000.00	5,606.92	201,817.92	-81,817.92	-68.18 %
420-3005-552500	Uniforms	1,500.00	1,500.00	61.60	844.95	655.05	43.67 %
420-3005-552700	Operating Supplies	20,200.00	20,200.00	101.09	20,373.57	-173.57	-0.86 %
420-3005-563000	Improvements O/T Bldgs.	164,250.00	164,250.00	0.00	119,850.06	44,399.94	27.03 %
420-3005-564000	Machinery & Equipment	127,500.00	127,500.00	0.00	49,006.45	78,493.55	61.56 %
420-3005-571000	Principal	301,000.00	301,000.00	0.00	301,000.00	0.00	0.00 %
420-3005-572000	Interest Expense	463,073.00	463,073.00	0.00	463,073.00	0.00	0.00 %
420-3005-591008	Pay to Reserves-Deep Injection Wel	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department : 3005 - Water Treatment Plant Total:		2,173,534.00	2,173,534.00	65,660.40	1,985,500.48	188,033.52	8.65 %
Department : 3010 - Trans / Distribution							
420-3010-512000	Regular Salaries	51,833.00	51,833.00	1,660.98	48,262.21	3,570.79	6.89 %
420-3010-512005	Appreciation & 24 Hr.	990.00	990.00	0.00	0.00	990.00	100.00 %
420-3010-514000	Overtime Salaries	6,558.00	6,558.00	2,923.67	39,352.90	-32,794.90	-500.07 %
420-3010-521000	Taxes-FICA	4,543.00	4,543.00	345.43	6,617.63	-2,074.63	-45.67 %
420-3010-522000	Retirement Contribution	2,933.00	2,933.00	144.74	3,438.60	-505.60	-17.24 %
420-3010-522500	457 Match	1,467.00	1,467.00	64.52	1,621.61	-154.61	-10.54 %
420-3010-523000	Insurance-Health	20,302.00	20,302.00	719.12	14,586.40	5,715.60	28.15 %
420-3010-523001	Insurance - Dental	707.00	707.00	32.22	682.49	24.51	3.47 %
420-3010-523002	Insurance - Life	386.00	386.00	21.74	398.24	-12.24	-3.17 %
420-3010-523003	Insurance - AD & D	36.00	36.00	2.01	36.75	-0.75	-2.08 %
420-3010-524000	Worker's Compensation	1,995.00	1,995.00	0.00	1,071.00	924.00	46.32 %
420-3010-526000	Long Term Disability Ins.	269.00	269.00	15.20	279.82	-10.82	-4.02 %
420-3010-531200	Engineering Services	5,000.00	5,000.00	0.00	2,255.74	2,744.26	54.89 %
420-3010-534000	Other Contractual Serv	5,000.00	5,000.00	0.00	2,670.00	2,330.00	46.60 %
420-3010-540000	Travel & Per Diem	0.00	0.00	34.00	34.00	-34.00	0.00 %
420-3010-540500	Registration/Trng Fees	0.00	0.00	0.00	735.00	-735.00	0.00 %
420-3010-541000	Cell and Landline Phone	600.00	600.00	0.00	0.00	600.00	100.00 %
420-3010-542500	Safety	250.00	250.00	355.60	8,225.81	-7,975.81	-3,190.32 %
420-3010-545000	Insurance	19,183.00	19,183.00	1,929.00	21,168.00	-1,985.00	-10.35 %
420-3010-546100	Maintenance - Buildings	500.00	500.00	0.00	1,580.00	-1,080.00	-216.00 %
420-3010-546200	Maint.-Mach. & Equip.	17,000.00	17,000.00	0.00	44,819.19	-27,819.19	-163.64 %
420-3010-546500	Maint. - Vehicles	8,000.00	8,000.00	938.68	8,526.80	-526.80	-6.59 %
420-3010-546800	Maint.-Water Dist. Sys.	60,000.00	60,000.00	22,098.89	86,597.08	-26,597.08	-44.33 %
420-3010-552100	Fuel	8,700.00	8,700.00	491.84	6,554.84	2,145.16	24.66 %
420-3010-552500	Uniforms	1,200.00	1,200.00	15.76	344.85	855.15	71.26 %
420-3010-552700	Operating Supplies	10,000.00	10,000.00	2,403.28	32,762.44	-22,762.44	-227.62 %
420-3010-563500	Mains & Lines	25,000.00	25,000.00	0.00	16,568.60	8,431.40	33.73 %
420-3010-564000	Machinery & Equipment	100,000.00	100,000.00	0.00	57,497.00	42,503.00	42.50 %
420-3010-594000	Impact Fees	0.00	0.00	-245.00	-6,590.00	6,590.00	0.00 %
Department : 3010 - Trans / Distribution Total:		352,452.00	352,452.00	33,951.68	400,097.00	-47,645.00	-13.52 %
Department : 3012 - Airglades Water Main Extension							
420-3012-531200	Engineering Services	0.00	0.00	4,014.80	41,061.00	-41,061.00	0.00 %
420-3012-563500	Mains & Lines	0.00	3,866,874.00	0.00	101,481.20	3,765,392.80	97.38 %
Department : 3012 - Airglades Water Main Extension Total:		0.00	3,866,874.00	4,014.80	142,542.20	3,724,331.80	96.31 %
Department : 3025 - Water Meter Reading							
420-3025-512000	Regular Salaries	33,696.00	33,696.00	2,691.20	35,460.34	-1,764.34	-5.24 %
420-3025-512005	Appreciation & 24 Hr.	601.00	601.00	0.00	0.00	601.00	100.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
420-3025-514000	Overtime Salaries	778.00	778.00	0.00	201.84	576.16	74.06 %
420-3025-521000	Taxes-FICA	2,683.00	2,683.00	204.88	2,716.79	-33.79	-1.26 %
420-3025-522000	Retirement Contribution	2,022.00	2,022.00	161.48	2,063.04	-41.04	-2.03 %
420-3025-522500	457 Match	1,011.00	1,011.00	53.82	687.63	323.37	31.99 %
420-3025-523000	Insurance-Health	9,399.00	9,399.00	822.38	9,360.67	38.33	0.41 %
420-3025-523001	Insurance - Dental	471.00	471.00	86.74	514.08	-43.08	-9.15 %
420-3025-523002	Insurance - Life	265.00	265.00	47.46	321.76	-56.76	-21.42 %
420-3025-523003	Insurance - AD & D	24.00	24.00	4.38	29.70	-5.70	-23.75 %
420-3025-524000	Worker's Compensation	1,178.00	1,178.00	0.00	663.00	515.00	43.72 %
420-3025-526000	Long Term Disability Ins.	185.00	185.00	33.34	226.53	-41.53	-22.45 %
420-3025-534000	Other Contractual Serv	38,500.00	38,500.00	0.00	0.00	38,500.00	100.00 %
420-3025-541000	Cell and Landline Phone	0.00	0.00	97.96	914.32	-914.32	0.00 %
420-3025-545000	Insurance	1,897.00	1,897.00	191.00	2,094.00	-197.00	-10.38 %
420-3025-546200	Maint.-Mach. & Equip.	3,000.00	3,000.00	0.00	3,045.78	-45.78	-1.53 %
420-3025-552100	Fuel	950.00	950.00	0.00	0.00	950.00	100.00 %
420-3025-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
420-3025-552700	Operating Supplies	150.00	150.00	0.00	1,363.35	-1,213.35	-808.90 %
420-3025-563011	AMI Project	0.00	0.00	11,747.46	601,208.53	-601,208.53	0.00 %
420-3025-564000	Machinery & Equipment	0.00	0.00	0.00	2,582.74	-2,582.74	0.00 %
Department : 3025 - Water Meter Reading Total:		97,310.00	97,310.00	16,142.10	663,454.10	-566,144.10	-581.79 %
Department : 3042 - Water / Sewer Administ.							
420-3042-512000	Regular Salaries	129,121.00	129,121.00	9,932.40	129,187.64	-66.64	-0.05 %
420-3042-512005	Appreciation & 24 Hr.	1,825.00	1,825.00	0.00	0.00	1,825.00	100.00 %
420-3042-514000	Overtime Salaries	1,260.00	1,260.00	0.00	197.40	1,062.60	84.33 %
420-3042-521000	Taxes-FICA	10,114.00	10,114.00	756.28	9,867.41	246.59	2.44 %
420-3042-522000	Retirement Contribution	7,747.00	7,747.00	595.92	7,601.55	145.45	1.88 %
420-3042-522001	Frozen Defined Benefit	28,936.00	28,936.00	0.00	13,095.00	15,841.00	54.74 %
420-3042-522500	457 Match	3,874.00	3,874.00	275.02	3,339.84	534.16	13.79 %
420-3042-523000	Insurance-Health	25,848.00	25,848.00	2,230.20	16,262.70	9,585.30	37.08 %
420-3042-523001	Insurance - Dental	1,296.00	1,296.00	149.88	1,283.23	12.77	0.99 %
420-3042-523002	Insurance - Life	1,018.00	1,018.00	139.30	1,165.45	-147.45	-14.48 %
420-3042-523003	Insurance - AD & D	94.00	94.00	12.86	107.51	-13.51	-14.37 %
420-3042-524000	Worker's Compensation	204.00	204.00	0.00	109.00	95.00	46.57 %
420-3042-526000	Long Term Disability Ins.	710.00	710.00	97.94	819.92	-109.92	-15.48 %
420-3042-531000	DEP Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
420-3042-531200	Engineering Services	0.00	0.00	0.00	3,910.00	-3,910.00	0.00 %
420-3042-532000	Accounting & Auditing	12,600.00	12,600.00	0.00	11,367.50	1,232.50	9.78 %
420-3042-534000	Other Contractual Serv	1,500.00	1,500.00	0.00	907.48	592.52	39.50 %
420-3042-537200	Bad Debts	15,000.00	15,000.00	15,000.00	15,000.00	0.00	0.00 %
420-3042-537700	001 Admin. Charges	143,933.00	143,933.00	11,994.00	143,933.00	0.00	0.00 %
420-3042-537701	410 Admin. Charges	66,268.00	66,268.00	0.00	33,136.00	33,132.00	50.00 %
420-3042-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
420-3042-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	645.00	855.00	57.00 %
420-3042-542600	Water Testing-Public Education	500.00	500.00	0.00	100.00	400.00	80.00 %
420-3042-546200	Maint.-Mach. & Equip.	200.00	200.00	0.00	0.00	200.00	100.00 %
420-3042-552700	Operating Supplies	14,000.00	14,000.00	3,305.94	44,098.10	-30,098.10	-214.99 %
420-3042-554100	Dues & Memberships	1,200.00	1,200.00	0.00	1,053.28	146.72	12.23 %
420-3042-554200	Subscript. & Publications	500.00	500.00	0.00	0.00	500.00	100.00 %
420-3042-591000	Transfer To Other Funds	371,281.00	371,281.00	0.00	340,341.00	30,940.00	8.33 %
420-3042-592000	Contingent Expenses	610,682.00	610,682.00	0.00	0.00	610,682.00	100.00 %
Department : 3042 - Water / Sewer Administ. Total:		1,454,211.00	1,454,211.00	44,489.74	777,528.01	676,682.99	46.53 %
Department : 3052 - Sewer Treatment Plant							
420-3052-512000	Regular Salaries	172,234.00	172,234.00	10,552.00	127,956.69	44,277.31	25.71 %
420-3052-512005	Appreciation & 24 Hr.	2,093.00	2,093.00	0.00	0.00	2,093.00	100.00 %
420-3052-514000	Overtime Salaries	21,631.00	21,631.00	375.60	23,870.94	-2,239.94	-10.36 %
420-3052-521000	Taxes-FICA	14,991.00	14,991.00	715.01	10,212.13	4,778.87	31.88 %
420-3052-522000	Retirement Contribution	10,334.00	10,334.00	633.12	7,097.24	3,236.76	31.32 %
420-3052-522500	457 Match	5,167.00	5,167.00	211.16	2,264.12	2,902.88	56.18 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
420-3052-523000	Insurance-Health	61,600.00	61,600.00	4,638.22	49,312.86	12,287.14	19.95 %
420-3052-523001	Insurance - Dental	1,649.00	1,649.00	406.54	1,504.14	144.86	8.78 %
420-3052-523002	Insurance - Life	1,353.00	1,353.00	196.66	1,131.61	221.39	16.36 %
420-3052-523003	Insurance - AD & D	125.00	125.00	17.22	103.52	21.48	17.18 %
420-3052-524000	Worker's Compensation	4,465.00	4,465.00	0.00	2,369.00	2,096.00	46.94 %
420-3052-526000	Long Term Disability Ins.	947.00	947.00	130.76	785.48	161.52	17.06 %
420-3052-531000	DEP Fees	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
420-3052-531200	Engineering Services	55,000.00	55,000.00	0.00	18,197.25	36,802.75	66.91 %
420-3052-531500	Other Professional Serv	50,000.00	50,000.00	1,444.50	31,628.70	18,371.30	36.74 %
420-3052-534000	Other Contractual Serv	85,000.00	85,000.00	0.00	14,118.25	70,881.75	83.39 %
420-3052-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
420-3052-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	450.00	550.00	55.00 %
420-3052-541000	Cell and Landline Phone	2,500.00	2,500.00	221.94	2,620.73	-120.73	-4.83 %
420-3052-542500	Safety	300.00	300.00	0.00	25.17	274.83	91.61 %
420-3052-543000	Utilities	111,000.00	111,000.00	14,276.08	159,556.29	-48,556.29	-43.74 %
420-3052-545000	Insurance	15,516.00	15,516.00	1,560.00	17,118.00	-1,602.00	-10.32 %
420-3052-546100	Maintenance - Buildings	4,000.00	4,000.00	0.00	4,596.59	-596.59	-14.91 %
420-3052-546200	Maint.-Mach. & Equip.	130,000.00	130,000.00	15,515.00	254,902.99	-124,902.99	-96.08 %
420-3052-546500	Maint. - Vehicles	6,000.00	6,000.00	32.72	1,390.88	4,609.12	76.82 %
420-3052-551800	Sludge Disposal	100,000.00	100,000.00	0.00	132,579.36	-32,579.36	-32.58 %
420-3052-552100	Fuel	8,000.00	8,000.00	215.68	14,815.17	-6,815.17	-85.19 %
420-3052-552300	Chemicals	40,000.00	40,000.00	2,395.80	74,085.75	-34,085.75	-85.21 %
420-3052-552500	Uniforms	1,500.00	1,500.00	66.84	1,458.34	41.66	2.78 %
420-3052-552700	Operating Supplies	18,000.00	18,000.00	105.58	20,791.67	-2,791.67	-15.51 %
420-3052-562000	Buildings	0.00	0.00	0.00	554.40	-554.40	0.00 %
420-3052-563000	Improvements O/T Bldgs.	26,000.00	26,000.00	0.00	1,039.28	24,960.72	96.00 %
420-3052-564000	Machinery & Equipment	58,000.00	58,000.00	0.00	63,163.25	-5,163.25	-8.90 %
Department : 3052 - Sewer Treatment Plant Total:		1,014,405.00	1,014,405.00	53,710.43	1,039,699.80	-25,294.80	-2.49 %
Department : 3062 - Sewer Trans / Collection							
420-3062-512000	Regular Salaries	90,240.00	90,240.00	7,040.73	89,050.71	1,189.29	1.32 %
420-3062-512005	Appreciation & 24 Hr.	1,631.00	1,631.00	0.00	0.00	1,631.00	100.00 %
420-3062-514000	Overtime Salaries	11,592.00	11,592.00	5,607.67	41,650.74	-30,058.74	-259.31 %
420-3062-521000	Taxes-FICA	7,915.00	7,915.00	948.80	9,853.74	-1,938.74	-24.49 %
420-3062-522000	Retirement Contribution	5,230.00	5,230.00	482.82	5,525.53	-295.53	-5.65 %
420-3062-522500	457 Match	2,615.00	2,615.00	140.49	1,713.09	901.91	34.49 %
420-3062-523000	Insurance-Health	29,701.00	29,701.00	2,465.16	25,070.43	4,630.57	15.59 %
420-3062-523001	Insurance - Dental	1,178.00	1,178.00	202.89	1,259.46	-81.46	-6.92 %
420-3062-523002	Insurance - Life	683.00	683.00	177.47	892.61	-209.61	-30.69 %
420-3062-523003	Insurance - AD & D	63.00	63.00	10.32	76.32	-13.32	-21.14 %
420-3062-524000	Worker's Compensation	2,346.00	2,346.00	0.00	1,299.00	1,047.00	44.63 %
420-3062-526000	Long Term Disability Ins.	479.00	479.00	78.39	580.93	-101.93	-21.28 %
420-3062-531200	Engineering Services	15,000.00	15,000.00	0.00	3,416.38	11,583.62	77.22 %
420-3062-534000	Other Contractual Serv	9,000.00	9,000.00	0.00	6,394.84	2,605.16	28.95 %
420-3062-541000	Cell and Landline Phone	2,500.00	2,500.00	112.58	1,886.14	613.86	24.55 %
420-3062-542500	Safety	500.00	500.00	0.00	0.00	500.00	100.00 %
420-3062-543000	Utilities	100,000.00	100,000.00	8,119.46	121,431.40	-21,431.40	-21.43 %
420-3062-545000	Insurance	9,506.00	9,506.00	956.00	10,488.00	-982.00	-10.33 %
420-3062-546200	Maint.-Mach. & Equip.	70,000.00	70,000.00	0.00	42,368.35	27,631.65	39.47 %
420-3062-546500	Maint. - Vehicles	10,000.00	10,000.00	0.00	1,352.50	8,647.50	86.48 %
420-3062-546900	Maint. - Sewer Coll. System	100,000.00	100,000.00	55,951.30	324,734.47	-224,734.47	-224.73 %
420-3062-546901	Inflow & Infiltration Project	0.00	0.00	0.00	5,062.50	-5,062.50	0.00 %
420-3062-552100	Fuel	12,000.00	12,000.00	559.02	4,876.99	7,123.01	59.36 %
420-3062-552500	Uniforms	1,000.00	1,000.00	15.76	504.70	495.30	49.53 %
420-3062-552700	Operating Supplies	8,000.00	8,000.00	1,147.85	10,656.80	-2,656.80	-33.21 %
420-3062-563000	Improvements O/T Bldgs.	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
420-3062-564000	Machinery & Equipment	190,234.00	190,234.00	0.00	48,923.00	141,311.00	74.28 %
420-3062-594000	Impact Fees	0.00	0.00	-340.00	-3,700.00	3,700.00	0.00 %
Department : 3062 - Sewer Trans / Collection Total:		686,413.00	686,413.00	83,676.71	755,368.63	-68,955.63	-10.05 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department : 3063 - N. Sewer Project							
420-3063-571000	Principal	55,875.00	55,875.00	0.00	55,874.79	0.21	0.00 %
420-3063-572000	Interest Expense	6,005.00	6,005.00	0.00	6,004.67	0.33	0.01 %
Department : 3063 - N. Sewer Project Total:		61,880.00	61,880.00	0.00	61,879.46	0.54	0.00 %
Department : 3066 - Inflow & Infiltration							
420-3066-563507	Phase III - I & I	0.00	0.00	309,232.79	941,951.20	-941,951.20	0.00 %
Department : 3066 - Inflow & Infiltration Total:		0.00	0.00	309,232.79	941,951.20	-941,951.20	0.00 %
Department : 3080 - Debt Service							
420-3080-571000	Principal - SRF 260410	21,352.00	21,352.00	0.00	21,351.60	0.40	0.00 %
420-3080-571002	Principal - SRF 260420	9,969.00	9,969.00	0.00	9,968.88	0.12	0.00 %
420-3080-571004	Principal - SRF 260421	22,435.00	22,435.00	11,217.18	22,434.36	0.64	0.00 %
420-3080-571005	Principal - SRF 260440	32,506.00	32,506.00	0.00	0.00	32,506.00	100.00 %
420-3080-572002	Interest - SRF 260420	2,583.00	2,583.00	0.00	2,582.36	0.64	0.02 %
Department : 3080 - Debt Service Total:		88,845.00	88,845.00	11,217.18	56,337.20	32,507.80	36.59 %
Fund: 420 - WATER/SEWER FUND Total:		5,929,050.00	9,795,924.00	622,095.83	6,824,358.08	2,971,565.92	30.33 %
Fund: 430 - SOLID WASTE							
Department : 7072 - Solid Waste							
430-7072-512000	Regular Salaries	236,889.00	236,889.00	18,223.08	239,235.23	-2,346.23	-0.99 %
430-7072-512005	Appreciation & 24 Hr.	3,822.00	3,822.00	0.00	0.00	3,822.00	100.00 %
430-7072-514000	Overtime Salaries	10,900.00	10,900.00	1,520.88	30,098.50	-19,198.50	-176.13 %
430-7072-521000	Taxes-FICA	19,248.00	19,248.00	1,434.97	19,713.55	-465.55	-2.42 %
430-7072-522000	Retirement Contribution	14,213.00	14,213.00	1,040.00	13,900.10	312.90	2.20 %
430-7072-522001	Frozen Defined Benefit	12,058.00	12,058.00	0.00	5,456.00	6,602.00	54.75 %
430-7072-522500	457 Match	7,107.00	7,107.00	402.76	5,430.04	1,676.96	23.60 %
430-7072-523000	Insurance-Health	62,590.00	62,590.00	5,183.61	61,111.31	1,478.69	2.36 %
430-7072-523001	Insurance - Dental	2,592.00	2,592.00	686.11	3,035.10	-443.10	-17.09 %
430-7072-523002	Insurance - Life	1,794.00	1,794.00	402.18	2,166.06	-372.06	-20.74 %
430-7072-523003	Insurance - AD & D	166.00	166.00	30.72	198.10	-32.10	-19.34 %
430-7072-524000	Worker's Compensation	15,416.00	15,416.00	0.00	8,280.00	7,136.00	46.29 %
430-7072-526000	Long Term Disability Ins.	1,303.00	1,303.00	234.84	1,523.48	-220.48	-16.92 %
430-7072-532000	Accounting & Auditing	3,500.00	3,500.00	0.00	842.50	2,657.50	75.93 %
430-7072-534000	Other Contractual Serv	1,500.00	1,500.00	113.22	1,043.51	456.49	30.43 %
430-7072-537700	001 Admin. Charges	58,640.00	58,640.00	4,887.00	58,640.00	0.00	0.00 %
430-7072-537701	410 Admin. Charges	27,809.00	27,809.00	0.00	13,907.00	13,902.00	49.99 %
430-7072-542500	Safety	0.00	0.00	162.09	1,105.63	-1,105.63	0.00 %
430-7072-544100	Rental & Lease - Equip.	0.00	0.00	8,000.00	37,600.00	-37,600.00	0.00 %
430-7072-545000	Insurance	148,798.00	148,798.00	14,961.00	164,166.00	-15,368.00	-10.33 %
430-7072-546100	Maintenance - Buildings	1,000.00	1,000.00	0.00	59.92	940.08	94.01 %
430-7072-546200	Maint.-Mach. & Equip.	75,000.00	75,000.00	24.32	18,544.90	56,455.10	75.27 %
430-7072-546500	Maint. - Vehicles	55,000.00	55,000.00	4,486.82	110,669.64	-55,669.64	-101.22 %
430-7072-548000	Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
430-7072-551900	Solid Waste Disposal	750,000.00	750,000.00	141,327.07	591,716.54	158,283.46	21.10 %
430-7072-552100	Fuel	70,000.00	70,000.00	3,661.86	63,942.91	6,057.09	8.65 %
430-7072-552500	Uniforms	4,000.00	4,000.00	120.79	1,915.09	2,084.91	52.12 %
430-7072-552700	Operating Supplies	10,403.00	10,403.00	10,110.40	33,495.87	-23,092.87	-221.98 %
430-7072-564000	Machinery & Equipment	110,500.00	110,500.00	0.00	62,632.99	47,867.01	43.32 %
430-7072-571000	Principal	82,218.00	82,218.00	0.00	82,217.32	0.68	0.00 %
430-7072-572000	Interest Expense	38,436.00	38,436.00	0.00	38,435.30	0.70	0.00 %
430-7072-591000	Transfer To Other Funds	163,084.00	163,084.00	0.00	149,494.00	13,590.00	8.33 %
430-7072-592000	Contingent Expenses	591,615.00	591,615.00	0.00	0.00	591,615.00	100.00 %
430-7072-592002	Pay to Capital Reserve	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department : 7072 - Solid Waste Total:		2,630,601.00	2,630,601.00	217,013.72	1,820,576.59	810,024.41	30.79 %
Fund: 430 - SOLID WASTE Total:		2,630,601.00	2,630,601.00	217,013.72	1,820,576.59	810,024.41	30.79 %
Report Total:		46,044,931.00	51,134,480.00	3,024,167.98	34,136,425.58	16,998,054.42	33.24 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	16,503,334.00	17,726,009.00	1,173,441.60	13,515,316.85	4,210,692.15	23.75 %
120 - GRANTS	289,338.00	289,338.00	29,482.24	136,146.23	153,191.77	52.95 %
410 - ELECTRIC FUND	20,692,608.00	20,692,608.00	982,134.59	11,840,027.83	8,852,580.17	42.78 %
420 - WATER/SEWER FUND	5,929,050.00	9,795,924.00	622,095.83	6,824,358.08	2,971,565.92	30.33 %
430 - SOLID WASTE	2,630,601.00	2,630,601.00	217,013.72	1,820,576.59	810,024.41	30.79 %
Report Total:	46,044,931.00	51,134,480.00	3,024,167.98	34,136,425.58	16,998,054.42	33.24 %

City of Clewiston
Public Works Department
Monthly Productivity Report
September 1, 2024 thru September 30, 2024

Fleet Management

Units worked on

Fire Dept.	1	Solid Waste	6
Electric Dept.	2	Streets	4
Utilities	3	Recreation	2
Police Dept.	5	Animal Control	2
City manager	1		

Facility Maintenance

Clerical hrs.	22	Air conditioning repairs (Hrs)	38
Plumbing hrs.	31	Painting hrs	4
Eelectrical repair hrs.	13	Building repairs hrs	63

Note:

Staff resealed and repainted the front parking lot at Public Works.

Solid Waste

Commercial (Tons)	328.93	Horticulture (Tons)	93.02
Residential (Tons)	365	Recycled materials (Lbs)	68
Special pick ups	42	Pick up revenue	\$4,215.00
Tipper carts placed	10	Shopping carts collected	32
Recycled scrap metal	8.35	Scrap metal revenue	\$835.00

Streets and Sidewalks

Drainage

Culverts repaired	1	Street repairs hrs	28
Streets swept (miles)	51	Street debris (Tons)	6.72

Signs

Information signs	6	Equipment lettered	1
Regulatory signs	10	Signs repaired	33

Landscaping

Plants removed (hrs)	3	Trees trimmed (Hrs)	44
Plants planted	24	Landscape trimming (Hrs)	14
Weed control (gallons)	278	Manual weed control (hours)	14
Litter control (Lbs)	351	Mowing (Hrs)	26
Sprinkler repairs (Hrs)	9	Mulching (Hrs)	2

Notes :

The new flower bed for Public Works is finished.

42 hours were spent picking up palm fronds off of our streets.

Staff helped the WW crew haul dirt to Harlem.

UTILITIES MONTHLY ACTIVITY REPORT FOR SEPT 2024

ELECTRIC DEPARTMENT

Kwh purchased	10,998,413	Month of Aug
Kwh sold	10,209,767	
Total Electric Meters	4,207	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	860	1,184	13	66 minutes
Street Light repairs	1			
Voltage checks	2			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	34,563	19,626	51 Million Gals
Total Water Meters	3835		
Water Breaks	15		

SEWER PLANT

Gallons Processed	0.82	Month of Aug
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OFFICE ACTIVITY

New Accounts (Move Ins)	45
Closed Accounts (Move Outs)	31
Disconnects for Nonpayment	250
Reconnects from Nonpayment	228
Meter Rereads Completed	33
All Locates	19
All Meter Changes	7
Miscellaneous	30
Trim Tree	0
Total other Work Orders completed	139
Total Work Orders Completed by all Departments	800

note to self: service action is 62, includes UPA's swapped meters

PROTECTIVE INSPECTIONS ACTIVITY REPORT September 2024

Building Department

- Issued 37 permits
- Performed 77 inspections
- Performed 85 plan reviews
- Serviced 235 customers (both by phone & walk-ins)
- Lien searches researched – 12
- Business Licenses issued 50 (renewals & new)
- Issued 2 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- There was no meeting.

Community Redevelopment Agency

- There was no meeting.

Building Board

- There was no meeting.

Fire Marshal & Fire Department

- 4 – Inspections
- The fire department responded to:
 - 61 Total Calls

September 2024 Inspections			
Permit#	Inspection Type	Result	Inspected Date
21-0423	A/C -RGH	NC	9/26/2024
21-0423	WINDOW/DOOR	Pass	9/11/2024
22-0189	DRIVEWAY	Pass	9/30/2024
22-0189	FINAL	Pass	9/30/2024
23-0206	FINAL	Pass	9/30/2024
23-0313	ELECT-F	Pass	9/12/2024
24-0108	ELECT-R	Pass	9/10/2024
24-0108	A/C -RGH	Pass	9/10/2024
24-0194	WINDOW/DOOR	NC	9/20/2024
24-0232	MF	Pass	9/11/2024
24-0234	DRY-IN	Pass	9/10/2024
24-0238	FINAL	Pass	9/11/2024
24-0238	IN PROG	Pass	9/3/2024
24-0241	FINAL	NC	9/20/2024
24-0245	WINDOW/DOOR	Pass	9/19/2024
24-0245	BLDG-FNL	Pass	9/19/2024
24-0254	FOUND	Pass	9/13/2024
24-0254	PLUMB-UG	Pass	9/13/2024
24-0258	FINAL	NC	9/26/2024
24-0261	ELECT-F	NC	9/17/2024
24-0266	ELECT-R	NC	9/9/2024
24-0266	PLMB-FNL	Pass	9/13/2024
24-0266	ELECT-F	Pass	9/13/2024
24-0266	DRYWALL	Pass	9/11/2024
24-0255	FINAL	NC	9/19/2024
24-0272	ELECT-F	Pass	9/11/2024
24-0273	ELECT-R	NC	9/17/2024
24-0274	TIE BEAM	Pass	9/19/2024
24-0285	MR	Pass	9/9/2024
24-0285	MF	Pass	9/11/2024
24-0108	FRAME	Pass	9/11/2024
24-0288	MF	Pass	9/4/2024
24-0296	FOUND	Pass	9/3/2024
24-0296	FINAL	Pass	9/11/2024
24-0300	FINAL	Pass	9/11/2024
24-0301	Final	Pass	9/11/2024
24-0303	DRY-IN	Pass	9/3/2024
24-0303	FINAL	Pass	9/6/2024
24-0304	FINAL	Pass	9/6/2024
24-0266	FORM BOARD	Pass	9/9/2024
24-0306	WINDOW/DOOR	NC	9/26/2024
21-0423	ELECT-R	NC	9/6/2024
24-0307	MF	NC	9/12/2024
24-0308	DRY-IN	Pass	9/5/2024

24-0308	FINAL	Pass	9/10/2024
24-0310	FINAL	Pass	9/4/2024
24-0314	ELECT-F	Pass	9/5/2024
24-0319	PLUMBING FINAL	Pass	9/11/2024
24-0320	ERLY PWR	Pass	9/11/2024
24-0320	FOUND	Pass	9/11/2024
24-0326	DRY-IN	Pass	9/23/2024
24-0326	FINAL	NC	9/30/2024
24-0328	Final	NC	9/26/2024
24-0108	PLUMB-R	Pass	9/10/2024
24-0330	ELECT-R	Pass	9/6/2024
24-0332	ELECT-R	Pass	9/19/2024
24-0266	PLMB-UG	Pass	9/9/2024
24-0266	FOUND	Pass	9/11/2024
24-0266	ELECT-R	Pass	9/12/2024
24-0339	FOUND	Pass	9/26/2024
24-0341	ELECT-F	Pass	9/11/2024
24-0341	ELECT-R	Pass	9/11/2024
24-0343	DRY-IN	Pass	9/23/2024
24-0343	FINAL	NC	9/24/2024
24-0312	ELECT-R	NC	9/20/2024
23-0171	E-TEMP	NC	9/20/2024
24-0266	INSUL	Pass	9/20/2024
24-0353	ELECT-R	Pass	9/26/2024
24-0353	ELECT-F	Pass	9/26/2024
24-0356	ELECT-R	Pass	9/24/2024
24-0358	ELECT-F	Pass	9/26/2024
24-0255	FINAL	NC	9/20/2024
24-0241	FINAL	Pass	9/26/2024
24-0255	FINAL	Pass	9/26/2024
21-0423	PLMB-RGH	NC	9/26/2024
24-0343	FINAL	Pass	9/26/2024
24-0258	FINAL	Pass	9/26/2024
Total Inspections- 77			

September 2024 Permits							
Company Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Robert Hunton	9/10/2024	ACC-BLDG	24-0338	813 W Aztec Ave	2,499.00	0	94.9
Maria Sanchez	9/10/2024	ACC-BLDG	24-0339	515 E Trinidad Ave	2,000.00	0	89.7
Brian Sullivan Contractor, Inc.	9/12/2024	ACC-BLDG	24-0349	111 Ponce De Leon Ave	10,000.00	0	131.3
Roger & Lory Moss	9/13/2024	ACC-BLDG	24-0350	103 Myrtle Ln	4,015.00	0	105.3
Robert Hunton Jr.	9/24/2024	ACC-BLDG	24-0361	313 Trocadero Ave	2,499.00	0	94.9
Coastal Choice Construction, LLC	9/11/2024	BLDG-MAS	24-0347	201 Flagler St	1,218,185.00	165,560.72	0
Superior Contracting of South Florida	9/10/2024	BLDG-RMR	24-0335	329 E Esperanza Ave	13,694.00	0	152.1
Waldron Contracting Co	9/11/2024	BLDG-RMR	24-0345	406 W Alverdez Ave	2,400.00	0	94.9
Hilda B Sanchez	9/11/2024	BLDG-RMR	24-0346	433 W Trinidad Ave	1,000.00	0	84.5
Haiti 446	9/19/2024	BLDG-RMR	24-0357	446 W Haiti Ave	7,000.00	0	115.7
Southern Sign Installation, Inc	9/4/2024	ELECT	24-0327	886 W Sugarland Hwy	1,200.00	84.5	0
Grid-One Electrical Construction, Inc.	9/6/2024	ELECT	24-0330	707 S W C Owen Ave	2,400.00	0	94.9
Price Electric Contracting, Inc.	9/6/2024	ELECT	24-0331	441 E Obispo Ave	2,250.00	0	94.9
Price Electric Contracting, Inc.	9/6/2024	ELECT	24-0332	443 E Obispo Ave	1,500.00	0	89.7
Taylor Electric & Air Conditioning, Inc.	9/11/2024	ELECT	24-0341	700 E Ventura Ave Lot 25	1,500.00	0	89.7
Taylor Electric & Air Conditioning, Inc.	9/18/2024	ELECT	24-0353	617 Ridgeview Cir	1,845.00	0	89.7
Brockman Enterprise Group, LLC	9/19/2024	ELECT	24-0356	110 E Sugarland Cir	1,200.00	0	84.5
Jimmy Pittman Electrical, Inc.	9/19/2024	ELECT	24-0358	526 W Obispo Ave	2,475.00	0	94.9
Adron Fence Co.	9/5/2024	FENCE	24-0328	229 E Arcade Ave	3,478.00	0	100.1
Regino Perez	9/12/2024	FENCE	24-0348	504 E Ventura Ave	8,000.00	0	120.9
Iris R Mullings	9/18/2024	FENCE	24-0355	601 W Haiti Ave	3,500.00	0	100.1
Solar Volt, INC	9/5/2024	MECH	24-0329	312 E Ventura Ave	7,272.00	0	120.9
Lennox AES Holdings, LLC	9/18/2024	MECH	24-0354	300 W Sugarland Hwy	42,000.00	0	297.7
Brian Sullivan Contractor, Inc.	9/10/2024	PARKING	24-0333	111 Ponce De Leon Ave	10,000.00	0	0
Worry Free Plumbing	9/11/2024	PLUMB	24-0344	969 W Sugarland Hwy	2,400.00	0	94.9
Clyde Johnson Contracting & Roofing, Inc. CB	9/4/2024	REROOF	24-0326	113 Ridgewood Ave	23,600.00	0	204.1
Superior Contracting of South Florida	9/10/2024	REROOF	24-0336	329 E Esperanza Ave	16,430.00	0	167.7
TeamCraft Roofing	9/9/2024	REROOF	24-0337	300 E Sugarland Hwy	546,879.00	0	3,381.98
Clyde Johnson Contracting & Roofing, Inc. CB	9/11/2024	REROOF	24-0343	524 W El Paso Ave	10,550.00	0	136.5
Superior Contracting of South Florida	9/17/2024	REROOF	24-0351	218 E Crescent Dr	15,600.00	0	162.5
Superior Contracting of South Florida	9/17/2024	REROOF	24-0352	803 Corona St	9,900.00	0	131.3
Williams Top-Quality Roofing Inc	9/24/2024	REROOF	24-0359	308 S Flagler St	7,000.00	0	115.7

John Peacock	9/24/2024	REROOF	24-0360	1013 Ponce de Leon Ave	6,500.00	0	115.7
Ernesto Centeno	9/25/2024	REROOF	24-0362	421 W Ventura Ave	2,000.00	0	89.7
Universal Group	9/30/2024	REROOF	24-0363	605 E Ventura Ave	7,900.00	0	120.9
Space Age Roof Tech	9/13/2024	ROOF	24-0165	120 W Osceola Ave	209,550.00	0	1,250.28
Southern Sign Installation, Inc	9/9/2024	SIGN	24-0334	886 W Sugarland Hwy	650	84.5	0
Total Permits - 37							

Community Improvement Division

2024

September 01 thru September 30

Code Cases Opened: 26

Case Re-inspections: 74

Notice of Violations: 7

Notice of Hearings: 7

Order Assessing Fine: 6

Special Magistrate Hearing – Special Magistrate Hearings are being held monthly on the third Tuesday of every month. The next regularly scheduled Special Magistrate hearing is scheduled for October 15, 2024 at 10:00 am in the Commission Chambers located at 115 W Ventura Avenue, Clewiston, Florida 33440.

Code Cases Resolved: 42

Code lien search requests completed: 18

Rental Inspections Completed: 11

Code Enforcement Cases			
24-Sep			
Status	CaseNum	GeneralCategory	Address
Opened	24-0179	Chapter 18 Buildings and Building Regulations	420 E Pasadena Ave Clewiston
Opened	24-0194	Chapter 18 Buildings and Building Regulations	429 W Trinidad Ave Clewiston
Opened	24-0195	Chapter 18 Buildings and Building Regulations	431 W Obispo Ave Clewiston
Opened	24-0196	Chapter 18 Buildings and Building Regulations	330 W Sagamore Ave Clewiston
Resolved	23-0129	Chapter 18 Buildings and Building Regulations	612 E Del Monte Ave Clewiston
Resolved	24-0046	Chapter 18 Buildings and Building Regulations	808 N Lopez St Clewiston
Resolved	24-0049	Chapter 18 Buildings and Building Regulations	316 E Obispo Ave Clewiston
Resolved	24-0070	Chapter 18 Buildings and Building Regulations	806 N Berner Rd Clewiston
Resolved	24-0074	Chapter 18 Buildings and Building Regulations	313 E TRINIDAD Clewiston
Resolved	24-0084	Chapter 18 Buildings and Building Regulations	313 E TRINIDAD Clewiston
Resolved	24-0088	Chapter 18 Buildings and Building Regulations	426 W Trinidad Ave Clewiston
Resolved	24-0102	Chapter 18 Buildings and Building Regulations	429 W El Paso Ave Clewiston
Resolved	24-0106	Chapter 18 Buildings and Building Regulations	215 W Arcade Ave Clewiston
Resolved	24-0110	Chapter 18 Buildings and Building Regulations	423 W Crescent Dr Clewiston
Resolved	24-0115	Chapter 18 Buildings and Building Regulations	401 E Sugarland Hwy Clewiston
Resolved	24-0122	Chapter 18 Buildings and Building Regulations	506 Commerce Ct Clewiston
Resolved	24-0123	Chapter 18 Buildings and Building Regulations	500 Commerce CT Clewiston
Resolved	24-0124	Chapter 18 Buildings and Building Regulations	806 N Berner Rd Clewiston
Resolved	24-0125	Chapter 18 Buildings and Building Regulations	900 N Berner Rd Clewiston
Resolved	24-0128	Chapter 18 Buildings and Building Regulations	545 W El Paso Ave Clewiston
Resolved	24-0140	Chapter 18 Buildings and Building Regulations	816 Laurel St N Clewiston
Resolved	24-0143	Chapter 18 Buildings and Building Regulations	820 Laurel St Clewiston
Resolved	24-0144	Chapter 18 Buildings and Building Regulations	604 E Concordia Ave Clewiston
Resolved	24-0147	Chapter 18 Buildings and Building Regulations	440 E Ventura Ave Clewiston
Resolved	24-0150	Chapter 18 Buildings and Building Regulations	827 Sweet Lake Circle Clewiston
Resolved	24-0157	Chapter 18 Buildings and Building Regulations	117 S Deane Duff Ave Clewiston
Resolved	24-0158	Chapter 18 Buildings and Building Regulations	845 E Ventura Ave Clewiston
Resolved	24-0161	Chapter 18 Buildings and Building Regulations	623 E Pasadena Ave Clewiston
Resolved	24-0162	Chapter 18 Buildings and Building Regulations	421 W Obispo Ave Clewiston
Resolved	24-0163	Chapter 18 Buildings and Building Regulations	548-550 E Ventura Ave Clewiston
Resolved	24-0164	Chapter 18 Buildings and Building Regulations	312 S Flagler St Clewiston
Resolved	24-0169	Chapter 18 Buildings and Building Regulations	433 W Trinidad Ave Clewiston
Resolved	24-0170	Chapter 18 Buildings and Building Regulations	426 W Sugarland Hwy Clewiston
Resolved	24-0172	Chapter 18 Buildings and Building Regulations	817 E Concordia Ave Clewiston
Resolved	24-0173	Chapter 18 Buildings and Building Regulations	1005 Palmetto St Clewiston
Resolved	24-0174	Chapter 18 Buildings and Building Regulations	515 E Trinidad Ave Clewiston
Resolved	24-0175	Chapter 18 Buildings and Building Regulations	433 W Aztec Ave Clewiston
Resolved	24-0176	Chapter 18 Buildings and Building Regulations	439 W Aztec Ave Clewiston
Resolved	24-0177	Chapter 18 Buildings and Building Regulations	402 Ponce De Leon Ave Clewiston
Resolved	24-0180	Chapter 18 Buildings and Building Regulations	165 W Esperanza Ave Clewiston
Resolved	24-0181	Chapter 18 Buildings and Building Regulations	520 Ponce De Leon Ave Clewiston
Resolved	24-0182	Chapter 18 Buildings and Building Regulations	718 E Ventura Ave Clewiston
Resolved	24-0184	Chapter 18 Buildings and Building Regulations	605 E Ventura Ave Clewiston
Resolved	24-0185	Chapter 18 Buildings and Building Regulations	331 Via Del Aqua Clewiston

Resolved	24-0189	Chapter 18 Buildings and Building Regulations	536 E Pasadena Ave Clewiston
Resolved	24-0192	Chapter 18 Buildings and Building Regulations	402 S Francisco St Clewiston

Animals Inducted by Date and Species

Criteria:

Enter from date: 09/01/2024

Enter to date: 09/30/2024

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2024350	Queen	S (Stray Cat)	09/02/2024			4 weeks.
F2024040	Bobbity	F (Feral Cat)	09/04/2024			3 weeks.
F2024039	Rosey	F (Feral Cat)	09/04/2024			3 weeks.
S2024354	Einstein	S (Stray Cat)	09/05/2024			3 weeks.
F2024041	Lane	F (Feral Cat)	09/05/2024			3 weeks.
F2024042	Kit Kat	F (Feral Cat)	09/05/2024			3 weeks.
S2024353	Alea	S (Stray Cat)	09/05/2024			5 days.
S2024355	Basil	S (Stray Cat)	09/05/2024			3 weeks.
S2024352	Chloe	S (Stray Cat)	09/05/2024			1 week.
S2024351	Noela	S (Stray Cat)	09/05/2024			1 week.
S2024356	Zelda	S (Stray Cat)	09/07/2024			5 days.
S2024364	Cosy	S (Stray Cat)	09/10/2024			2 weeks.
S2024365	Watermelon	S (Stray Cat)	09/10/2024			3 days.

S2024370	Destiny	S (Stray Cat)	09/10/2024			3 weeks.
S2024369	Purdy	S (Stray Cat)	09/10/2024			0 days.
S2024367	Madison	S (Stray Cat)	09/10/2024			0 days.
S2024361	Couscous	S (Stray Cat)	09/10/2024			1 day.
S2024360	Pace	S (Stray Cat)	09/10/2024			1 day.
S2024362	Ocean	S (Stray Cat)	09/10/2024			1 day.
S2024363	Amelie	S (Stray Cat)	09/10/2024			1 day.
S2024366	Cinnabunn	S (Stray Cat)	09/10/2024			3 weeks.
S2024359	Tiramisu	S (Stray Cat)	09/10/2024			3 weeks.
S2024368	James	S (Stray Cat)	09/10/2024			2 weeks.
S2024357	Rua	S (Stray Cat)	09/10/2024			3 weeks.
S2024371	Puddin'	S (Stray Cat)	09/10/2024			3 weeks.
S2024372	Jambo	S (Stray Cat)	09/11/2024			1 day.
S2024373	Kosher	S (Stray Cat)	09/11/2024			1 day.
S2024374	Myah	S (Stray Cat)	09/11/2024			1 day.
S2024375	Clove	S (Stray Cat)	09/16/2024			2 weeks.

S2024375	Clive	S (Stray Cat)	09/10/2024			2 weeks.
S2024376	Fish	S (Stray Cat)	09/16/2024			1 week.
S2024377	May	S (Stray Cat)	09/16/2024			2 weeks.
S2024379	Mocha	S (Stray Cat)	09/18/2024			1 week.
S2024378	Yippee	S (Stray Cat)	09/18/2024			0 days.
S2024380	Pansy	S (Stray Cat)	09/23/2024			2 days.
S2024381	Stormy	S (Stray Cat)	09/24/2024			1 week.

Total Cat: 35

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2024311	Edna	A (Stray Dog)	09/02/2024			4 weeks.
A2024316	Daisy Mae	A (Stray Dog)	09/04/2024			3 weeks.
A2024317	Daisy Day	A (Stray Dog)	09/04/2024			3 weeks.
A2024318	Max	A (Stray Dog)	09/05/2024			0 days.
A2024319	Misty	A (Stray Dog)	09/09/2024			3 weeks.
A2024320	Dexter	A (Stray Dog)	09/11/2024			1 week.
A2024321	Squid	A (Stray Dog)	09/12/2024			1 day.
D2024018	Knarla	D (Dog)	09/12/2024			1 week.

D2024019	Ana	D (Dog)	09/12/2024		1 week.
A2024323	Sofia	A (Stray Dog)	09/13/2024		6 days.
A2024322	Sierra	A (Stray Dog)	09/14/2024		2 weeks.
A2024324	Annie May	A (Stray Dog)	09/16/2024		2 weeks.
A2024325	Chris	A (Stray Dog)	09/19/2024		4 days.
D2024020	Luna-Shepherd	D (Dog)	09/19/2024		1 day.
A2024326	Rondo	A (Stray Dog)	09/24/2024		0 days.
A2024327	Crackers	A (Stray Dog)	09/25/2024		6 days.
A2024329	Magic	A (Stray Dog)	09/25/2024		6 days.
A2024328	Zatana	A (Stray Dog)	09/25/2024		6 days.
D2024021	Caesar	D (Dog)	09/27/2024		4 days.
A2024330	Sasha	A (Stray Dog)	09/27/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	4 days.

Total Dog: 20

Total animals: 55

Report: **Animals Inducted by Date and Species**

Generated by Animal Shelter Manager 49u [Fri 27 Sep 2024 09:16:00 AM UTC] at Clewiston Animal Services on 10/01/2024 by tlewis



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
10/08/2024 15:29:42

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD014842 PUnit: 551 JONES W	09/04/2024 8:13:34	ANIMAL COMPLAINT	813 E EL PASO AVE 30	S35 U	
CLPD24CAD015541 PUnit: 551 JONES W	09/17/2024 11:05:10	ANIMAL COMPLAINT	1731 S WC OWENS AVE	S35 Z	
CLPD24CAD015565 PUnit: 551 JONES W	09/18/2024 8:23:03	ANIMAL COMPLAINT	201 W ARROYO AVE	S35 Z	
CLPD24CAD015593 PUnit: 551 JONES W BUnit1: 517	09/18/2024 15:58:37	ANIMAL COMPLAINT	409 E EL PASO AVE	S35 Z	
CLPD24CAD015773 PUnit: 551 JONES W	09/22/2024 11:40:38	ANIMAL COMPLAINT	610 STANTON ST	S35 O	
CLPD24CAD015829 PUnit: 551 JONES W	09/23/2024 18:04:37	ASSIST OTHER AGENCY	S HACIENDA ST	S60 Z	
CLPD24CAD015881 PUnit: 551 JONES W BUnit1: 552	09/25/2024 7:36:38	ACO-PATROL-MONTURA	210 N JINETE	S80 U 42	
CLPD24CAD015889 PUnit: 551 JONES W	09/25/2024 13:01:16	ACO-PATROL-CITY	310 E SUGARLAND HWY	S35 Z 42	
CLPD24CAD015975 PUnit: 551 JONES W	09/27/2024 9:38:30	ANIMAL COMPLAINT	1021 W AZTEC AVE	S35 Z	
CLPD24CAD015977 PUnit: 551 JONES W	09/27/2024 12:43:27	ACO-PATROL-CITY	314 W SUGARLAND CIR	S35 Z 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
10/08/2024 16:30:22

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD014683	09/01/2024 8:14:05	ANIMAL COMPLAINT	812 GLORIA ST	S35 Z	
PUnit: 505 SCRUGGS DBUnit1: 514					
CLPD24CAD014720	09/02/2024 7:56:21	ACO-PATROL-CITY	531 E TRINIDAD AVE	S35 F 42	
PUnit: 514 BURCH J BUnit1: 512 BUnit2: 513					
CLPD24CAD014765	09/03/2024 10:00:37	ANIMAL COMPLAINT	813 E EL PASO AVE 48	S35 U	
PUnit: 514 BURCH J					
CLPD24CAD015091	09/09/2024 6:06:59	STRUCTURE FIRE	341 W HAITI AVE	S25S F	
PUnit: 505 SCRUGGS DBUnit1: 504 BUnit2: 510 BUnit3: 514 BUnit4: 515 BUnit5: ELE					
CLPD24CAD015093	09/09/2024 7:24:36	ACO-PATROL-MONTURA	418 APPALOOSA AVE	S80 N	
PUnit: 514 BURCH J					
CLPD24CAD015191	09/11/2024 9:33:51	ANIMAL COMPLAINT	880 PINE CONE AVE	S35 U	
PUnit: 514 BURCH J					
CLPD24CAD015194	09/11/2024 10:42:24	ANIMAL COMPLAINT	780 N RIVERSIDE ST	S35 U	
PUnit: 514 BURCH J					
CLPD24CAD015372	09/14/2024 9:08:40	INFORMATION	301 S GLORIA ST	S14 Z	
PUnit: 510 MIXON C BUnit1: 505 BUnit2: 514					
CLPD24CAD015373	09/14/2024 10:37:18	ACO-PATROL-MONTURA	214 S PALOMINO ST	S35 Z 42	
PUnit: 514 BURCH J					
CLPD24CAD015376	09/14/2024 12:24:31	ACO-PATROL-CITY	N SAN GABRIEL ST	S35 U 42	
PUnit: 514 BURCH J					
CLPD24CAD015377	09/14/2024 12:38:03	ACO-PATROL-MONTURA	560 AVENIDA DEL SUR	S35 U 42	
PUnit: 514 BURCH J					
CLPD24CAD015627	09/19/2024 10:18:24	ANIMAL COMPLAINT	804 GEORGIA AVE	S35 Z	
PUnit: 514 BURCH J					
CLPD24CAD015628	09/19/2024 11:52:03	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 O	CLPD24OFF000482
PUnit: 514 BURCH J					
CLPD24CAD015630	09/19/2024 13:53:26	ANIMAL COMPLAINT	245 S PALOMINO ST	S35 Z	CLPD24OFF000483
PUnit: 514 BURCH J					
CLPD24CAD015817	09/23/2024 7:43:25	ACO-PATROL-TWIN LKS	DAVIDSON RD	S35 Z 42	
PUnit: 514 BURCH J					

Call Summary

Clewiston PD
4425 West State Road 80
La Belle, FL 33935 County: Hendry

Year: 2024
Agency Affiliation: Police
PSAP Size: Extra Large

Report Date: 10/03/2024 02:00:06
Report Date From: 09/01/2024
Report Date To: 09/30/2024
Period Group: Month
Days Of Week: All
Call Type: 911 Calls
Abandoned Filters: Include Abandoned
NSI Filters: NSI Included in 911 Totals
Agency Affiliation: All
PSAP Size: All

		September 2024	Total
911	Inbound	567	567
	Abandoned	59	59
	Abandoned %	9.42%	9.42%
	Unparsed	0	0
	Total	626	626
	Avg Call Duration	322.7	322.7
	Total	626	626

PSAP Ring Time

Clewiston PD
4425 West State Road 80
La Belle, FL 33935

County: Hendry

Month - Year: September 2024
Agency Affiliation: Police
PSAP Size: Extra Large

Report Date: 10/03/2024 02:00:05
Report Date From: 09/01/2024
Report Date To: 09/30/2024
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Days Of Week: All
Call Type: 911 Calls
Abandoned Filters: Include Abandoned
Agency Affiliation: All
PSAP Size: All

The PSAP Ring Time Report is representative of the agent's answer time experience. Ring-to-Answer is measured from the time of presentation at the station to the time of agent answer (Ring Seconds Only).

Call Hour	Ring Times In Seconds							Total	Avg. Duration	% with Ring			
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+			≤ 10 Secs	≤ 15 Secs	≤ 20 Secs	≤ 40 Secs
00:00	12	1	1	0	0	0	0	14	84.1	85.71%	92.86%	100.00%	100.00%
01:00	11	0	0	0	0	0	0	11	50.7	100.00%	100.00%	100.00%	100.00%
02:00	9	0	0	0	0	0	0	9	38.6	100.00%	100.00%	100.00%	100.00%
03:00	6	0	0	0	0	0	0	6	66.0	100.00%	100.00%	100.00%	100.00%
04:00	3	0	0	0	0	0	0	3	84.7	100.00%	100.00%	100.00%	100.00%
05:00	7	0	0	0	0	0	0	7	44.3	100.00%	100.00%	100.00%	100.00%
06:00	16	1	0	0	1	0	0	18	68.2	88.89%	94.44%	94.44%	94.44%
07:00	21	2	0	0	0	0	0	23	49.3	91.30%	100.00%	100.00%	100.00%
08:00	21	1	1	0	0	0	0	23	65.0	91.30%	95.65%	100.00%	100.00%
09:00	23	4	0	0	0	0	0	27	6,184.1	85.19%	100.00%	100.00%	100.00%
10:00	34	3	1	0	0	0	0	38	61.3	89.47%	97.37%	100.00%	100.00%
11:00	39	2	2	0	0	0	0	43	52.4	90.70%	95.35%	100.00%	100.00%
12:00	38	4	0	0	0	0	0	42	55.1	90.48%	100.00%	100.00%	100.00%
13:00	33	0	1	0	0	0	0	34	51.6	97.06%	97.06%	100.00%	100.00%
14:00	43	1	1	0	0	0	0	45	84.1	95.56%	97.78%	100.00%	100.00%
15:00	47	1	0	0	0	0	0	48	60.5	97.92%	100.00%	100.00%	100.00%
16:00	32	1	3	1	0	0	0	37	50.1	86.49%	89.19%	97.30%	100.00%
17:00	41	1	1	0	0	0	0	43	52.3	95.35%	97.67%	100.00%	100.00%
18:00	22	3	1	1	0	0	0	27	56.6	81.48%	92.59%	96.30%	100.00%
19:00	32	2	0	0	0	0	0	34	36.5	94.12%	100.00%	100.00%	100.00%
20:00	28	3	0	0	0	0	0	31	52.4	90.32%	100.00%	100.00%	100.00%
21:00	25	1	0	0	0	1	0	27	68.5	92.59%	96.30%	96.30%	96.30%
22:00	20	0	0	1	0	0	0	21	57.9	95.24%	95.24%	95.24%	100.00%
23:00	15	0	0	0	0	0	0	15	83.6	100.00%	100.00%	100.00%	100.00%
Total:	578	31	12	3	1	1	0	626	322.7	92.33%	97.28%	99.20%	99.68%
Overall %:	92.33%	4.95%	1.92%	0.48%	0.16%	0.16%	0.00%						



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

Call Type Summary

Date Range: between 9/1/2024 and 9/30/2024

Call Type

-ABANDONED VEHICLE	-FOR RECORDING DCF INTAKE REPORTS OF ABUSE	-RESIDENCE CHECK
-ALARM	-FORGERY / FRAUD	-RIOT
-ANIMAL BITE	-FOUND/ CONFISCATED NARCOTICS	-ROAD OBSTRUCTION
-ANIMAL COMPLAINT	-FUNERAL ESCORT	-ROBBERY
-ANIMAL TRANSPORT	-GANG RELATED INCIDENT	-SCHOOL CROSSING
-ARMED	-GAS DRIVE OFF	-SEARCH WARRANT
-ARSON	-GREASE/STOVE FIRE	-SEARVING CIVIL PROCESS
-ASSAULT	-GUN SHOTS	-SECURITY CHECK
-ASSIST OTHER AGENCY	-HARRASSING PHONE CALLS	-SEX CRIME
-BAKER/MARCHMAN ACT	-HAZMAT	-SHOOTING
-BATTERY	-HIT AND RUN ACCIDENT	-SHOPLIFTING
-BEVERAGE LAW VIOLATION	-HOMICIDE	-SICK PERSON TRANSPORT MEDICAL EMS
-BOATER CONTACT	-HOSTAGE	-SICK PERSON/AMBULANCE
-BOMB THREAT	-ILLEGAL BURN	-SMOKE
-BRUSH FIRE	-ILLEGAL DUMPING	-SPECIAL DETAIL
-BURGLARY	-INFORMATION	-STABBING
-BURGLARY TO A BUSINESS	-INJUNCTION	-STALKING
-BURGLARY TO A CONSTRUCTION SITE	-JUVENILE SITUATION	-STOLEN VEHICLE
-BURGLARY TO A RESIDENCE	-K-9 USAGE	-STRUCTURE FIRE
-BURGLARY TO A VEHICLE	-KIDNAPPING	-SUICIDE/ ATTEMPTED SUICIDE
-BUSINESS CHECK	-LANDING ZONE	-SUSPICIOUS INCIDENT
-BUSINESS ESCORT	-LEGAL ADVICE	-SUSPICIOUS PERSON
-CHASE	-LEWD LASCIVIOUS BEHAVIOR	-SUSPICIOUS VEHICLE
-CHILD/ELDERLY ABUSE	-LIVESTOCK ON HIGHWAY	-TEST CAD CALL
-CITIZEN ASSIST	-LOITERING	-THEFT
-CITY ORDINANCE VIOLATION	-LOST /STOLEN TAG	-THEFT FROM A BUSINESS
-CIVIL MATTER	-LOST/ FOUND PROPERTY	-THEFT FROM A CONSTRUCTION SITE
-COUNTY ORDINANCE VIOLATION	-MARIJUANA GROW HOUSE	-THEFT FROM A RESIDENCE
-COURT	-MENTALLY ILL PERSON	-TRAFFIC PROBLEM
-CRIMINAL MISCHIEF	-MISSING PERSON	-TRAFFIC STOP
-DECEASED PERSON	-MISSING PERSON RECOVERY	-TRESPASSING
-DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY	-MULTIPLE AGENCY FIRE	-TROUBLE IN THE JAIL
-DISTURBANCE	-NOISE COMPLAINT	-UNVERIFIED 911
-DOMESTIC DISTURBANCE	-OTHER NOT LISTED	-UNWANTED GUEST
-DROWNING	-PARKING VIOLATION	-VEHICLE ACCIDENT
-DRUG CASE	-PATROL-CITY LIMITS	-VEHICLE ACCIDENT/ DEPT UNIT
-DRUNK DRIVER	-PRISONER IN CUSTODY	-VEHICLE FIRE
-DRUNK PEDESTRIAN	-PRISONER TRANSPORT	-VERIFY VIN
-ELECTRICAL FIRE	-PROWLER	-VICE / GAMBLING
-EMPLOYEE/LABOR TROUBLE	-RANCH/FARM CHECKS	-VIOLATION OF INJUNCTION
-ESCAPE	-RECKLESS DRIVER	-VIOLATION OF PROBATION WITHOUT WARRANT
-FIGHT /AFFRAY	-RECOVERED VEHICLE	-WARRANT
-FLIGHT MISSION	-REPOSSESSION	-WELFARE CHECK
-FOLLOW UP		

Call Type	# of Calls	Total Time	Average Time
ALARM	16	02 hours 24 mins	00 hours 9 mins
ANIMAL COMPLAINT	32	25 hours 15 mins	00 hours 47 mins
ANIMAL TRANSPORT	1	03 hours 20 mins	03 hours 20 mins
ARMED	2	00 hours 23 mins	00 hours 12 mins
ASSAULT	1	00 hours 27 mins	00 hours 27 mins
ASSIST OTHER AGENCY	36	11 hours 3 mins	00 hours 18 mins
BAKER/MARCHMAN ACT	3	01 hours 58 mins	00 hours 40 mins
BRUSH FIRE	1	00 hours 20 mins	00 hours 20 mins
BURGLARY TO A VEHICLE	2	01 hours 52 mins	00 hours 57 mins
BUSINESS CHECK	540	32 hours 48 mins	00 hours 4 mins
BUSINESS ESCORT	32	15 hours 55 mins	00 hours 30 mins
CITIZEN ASSIST	88	69 hours 27 mins	00 hours 47 mins
CITY ORDINANCE VIOLATION	6	02 hours 24 mins	00 hours 24 mins
CIVIL MATTER	2	02 hours 58 mins	01 hours 29 mins
CRIMINAL MISCHIEF	1	00 hours 23 mins	00 hours 23 mins
DECEASED PERSON	1	05 hours 25 mins	05 hours 25 mins
DISTURBANCE	25	12 hours 60 mins	00 hours 31 mins
DOMESTIC DISTURBANCE	2	00 hours 47 mins	00 hours 23 mins
DRUG CASE	1	00 hours 16 mins	00 hours 16 mins
DRUNK DRIVER	1	01 hours 39 mins	01 hours 39 mins
DRUNK PEDESTRIAN	1	00 hours 4 mins	00 hours 4 mins
EMPLOYEE/LABOR TROUBLE	1	00 hours 32 mins	00 hours 32 mins
FIGHT /AFFRAY	2	00 hours 4 mins	00 hours 2 mins
FOLLOW UP	17	07 hours 22 mins	00 hours 26 mins

Call Type Summary

Date Range: between 9/1/2024 and 9/30/2024

Call Type	# of Calls	Total Time	Average Time
FORGERY / FRAUD	4	01 hours 23 mins	00 hours 21 mins
FUNERAL ESCORT	2	00 hours 15 mins	00 hours 8 mins
HARRASSING PHONE CALLS	3	00 hours 18 mins	00 hours 6 mins
HAZMAT	1	04 hours 57 mins	04 hours 57 mins
HIT AND RUN ACCIDENT	1	00 hours 50 mins	00 hours 50 mins
ILLEGAL DUMPING	1	00 hours 21 mins	00 hours 21 mins
INFORMATION	22	19 hours 28 mins	00 hours 53 mins
JUVENILE SITUATION	8	01 hours 39 mins	00 hours 12 mins
LEGAL ADVICE	5	02 hours 17 mins	00 hours 27 mins
LIVESTOCK ON HIGHWAY	1	02 hours 22 mins	02 hours 22 mins
LOITERING	1	00 hours 4 mins	00 hours 4 mins
LOST/ FOUND PROPERTY	13	05 hours 9 mins	00 hours 24 mins
NOISE COMPLAINT	2	00 hours 28 mins	00 hours 14 mins
OTHER NOT LISTED,	5	12 hours 37 mins	02 hours 31 mins
PARKING VIOLATION	4	00 hours 44 mins	00 hours 10 mins
PRISONER TRANSPORT	9	07 hours 50 mins	00 hours 52 mins
RECKLESS DRIVER	3	00 hours 16 mins	00 hours 5 mins
REPOSSESSION	1	00 hours 1 mins	00 hours 1 mins
RESIDENCE CHECK	148	00 hours 14 mins	00 hours 0 mins
ROAD OBSTRUCTION	1	00 hours 10 mins	00 hours 10 mins
ROBBERY	1	00 hours 52 mins	00 hours 52 mins
SECURITY CHECK	11	01 hours 33 mins	00 hours 9 mins
SHOPLIFTING	8	08 hours 4 mins	01 hours 1 mins
SICK PERSON/AMBULANCE	16	05 hours 18 mins	00 hours 20 mins
SPECIAL DETAIL	4	17 hours 52 mins	04 hours 28 mins
STRUCTURE FIRE	1	03 hours 2 mins	03 hours 2 mins
SUSPICIOUS INCIDENT	4	00 hours 52 mins	00 hours 13 mins
SUSPICIOUS PERSON	32	06 hours 38 mins	00 hours 13 mins
SUSPICIOUS VEHICLE	32	02 hours 18 mins	00 hours 4 mins
THEFT	6	04 hours 12 mins	00 hours 42 mins
TRAFFIC PROBLEM	2	00 hours 25 mins	00 hours 13 mins
TRAFFIC STOP	143	12 hours 4 mins	00 hours 5 mins
TRESPASSING	6	02 hours 35 mins	00 hours 26 mins
UNVERIFIED 911	7	00 hours 46 mins	00 hours 7 mins
UNWANTED GUEST	11	04 hours 39 mins	00 hours 25 mins
VEHICLE ACCIDENT	21	13 hours 51 mins	00 hours 40 mins
VERIFY VIN	3	00 hours 9 mins	00 hours 3 mins
WARRANT	4	03 hours 9 mins	00 hours 47 mins
WELFARE CHECK	21	08 hours 14 mins	00 hours 24 mins

Community Improvement Division						
City of Clewiston Code Enforcement Fine/Lien Data						
Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Kathleen Beaver	421 E Ventura Avenue	Yes	10/10/2008	\$227.98	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/31/2009	\$226.08	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	8/25/2010	\$201.62	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	9/9/2010	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/10/2010	\$4,588.62	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	9/22/2010	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	10/6/2010	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	10/20/2010	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	12/1/2010	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	2/18/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Kathleen Beaver	421 E Ventura Avenue	Yes	3/12/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	4/7/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	5/20/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	6/24/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/8/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/22/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	8/12/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	9/2/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	9/21/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	10/7/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Kathleen Beaver	421 E Ventura Avenue	Yes	10/26/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	12/9/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	1/5/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	2/9/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	3/9/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	4/6/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	5/11/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	5/30/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	6/15/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/27/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Kathleen Beaver	421 E Ventura Avenue	Yes	11/18/2011	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	7/25/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	8/22/2012	\$85.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	11/5/2012	\$58.00	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	6/27/2013	\$64.11	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	9/12/2013	\$76.11	Yes	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue	Yes	3/19/2014	\$64.48	Yes	Property sold to new owner adv of lien amounts 01/30/2017
James A. Benson	800 E Ventura Avenue	Yes		\$3,504.55	Yes	
Rosa Moreno	317 E El Paso	Yes	6/15/2012	\$190.75	Yes	House remains in this name no exemptions
Rosa Moreno	317 E El Paso	Yes	6/8/2012	\$105.00	Yes	Same as above
Rosa Moreno	317 E El Paso	Yes	9/5/2012	\$105.00	Yes	Same as above

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	7/22/2010	\$265.54	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	8/25/2010	\$115.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	9/9/2010	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	9/22/2010	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	10/6/2010	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	10/20/2010	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	12/1/2010	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR Amhurst Asset	340 W El Paso	Yes	7/22/2011	\$110.59	Yes	Property sold to new owner lien reduction denied

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	8/4/2011	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	8/12/2011	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	9/2/2011	\$85.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	6/27/2013	\$91.11	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	9/5/2013	\$95.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	9/30/2013	\$86.11	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	Yes	3/19/2014	\$96.00	Yes	Property sold to new owner lien reduction denied
Mtag Cust FOR						
Amhurst Asset	340 W El Paso	NO	10/18/2011	\$19,725.00		Property sold to new owner lien reduction denied

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City	
Amera Halum Mtag Cust FOR Amhurst Asset	725 E El Paso Avenue	NO	8/2/2012	\$100,950.00	\$300.00	Property brought into compliance on 04/04/2024 \$100,950.00 final accrued owed amount
WAFH Corp of Clewiston	411 W Sugarland Hwy	NO	8/19/2014	\$1,050.00		Property sold to new owner lien reduction denied
Kathleen Beaver TC 10U LLC	421 E Ventura Avenue	NO	12/23/2014	\$11,450.00		Property sold to new owner adv of lien amounts 01/30/2017
	340 W El Paso		7/21/2014	\$176.00	\$76.00	
Kathleen Beaver	421 E Ventura Avenue		8/19/2014	\$138.00	\$38.00	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver	421 E Ventura Avenue		11/10/2014	\$138.00	\$38.00	Property sold to new owner adv of lien amounts 01/30/2017
Kathleen Beaver Helen Dickey Royal TR	421 E Ventura Avenue		9/22/2015	\$175.00	\$75.00	Property sold to new owner adv of lien amounts 01/30/2017
EST *	720 Royal Palm Avenue		1/27/2016	\$4,450.00		Requested Reduction Hearing 03/16/2016
John Payne	340 W El Paso Ave		3/16/2016	\$28,550.00		

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City
Coyne, Dale and Gail	1030 W Sugarland Avenue		10/15/2018	\$3,950.00	invoice sent august 2019 30 days to pay
Tax Ease Funding 2016-1 LLC	835 E Alverde		8/27/2018	\$32,750.00	Property to be scheduled for building board by Travis to get order of demolition
Johnson, Timothy C...	508 E Pasadena Avenue		9/25/2018		Lien needs to be filed awaiting proper procedure
Helen Dickey Royal TR EST					
(*)(**)	130 W Crescent/720 Royal Palm		8/27/2019	\$1,700.00	
Belle Glade Cadillac... Merida Developm ent LLC	602 E Sugarland Hwy		9/12/2019		Reduction to 10,000 fine to be paid by 05/18/2022 or revert back to 51,600 fine. Not Paid
Helen Dickey Royal TR EST					
(*)(**)	130 W Crescent/720 Royal Palm		1/2/2020	\$150.00	
Herrera Cela Est	304 W Haiti Avenue		1/10/2020		\$50/day fine has been accruing since 10/31/2020
Clewiston Plaza PW LP	975 W Sugarland Highway		8/5/2022		Magistrate ordered 16,500.00 fine and 150.00 admin fee for violations 3/21/2023 - 05/25/2023

Property Owner	Address	Mowing Lien	Violation Date	Total Owed	Actual Cost to City
Helen Dickey Royal TR EST (*)(**)	130 W Crescent/720 Royal Palm		1/24/2023		Magistrate ordered 2,500 fine and 150 admin fee for violations 01/24/2023 - 03/15/2023 \$2650.00
Helen Dickey Royal TR EST (*)(**)	130 W Crescent/720 Royal Palm		1/24/2023		Magistrate ordered 2,550 fine and 150 admin fee for violations 01/24/2023 - 03/16/2023 \$2,700.00
Edwin Daniel Almaras	709 Seminole Avenue		3/16/2023		Magistrate ordered 1,500.00 fine and 150.00 admin fee for violations 5/23/2023 - 07/07/2023
Ruth E Vaughn EST	612 E Del Monte Avenue		4/28/2023		Magistrate ordered 2,450.00 fines and 150.00 admin fee for violations 05/31/2023 - 07/18/2023
Bhagyawa n LLC	108 Royal Palm Avenue		4/1/2024		Magistrate Ordered \$3,900 fines + \$150 Admin fee for a total of \$4,050.00